Doc#. 1426757201 fee: \$60.00

Doc#. 0924201401:38 PM Pg: 1 of 7

Control County Resolder of Deeds

*RHSP:\$9.00 RPRF:\$1.00 FEES Applied

When Recorded Return To:

Green Tree Servicing LLC 7360 South Kyrene Road Tempe, AZ 85283

Investor Loan #

This document was prepared by Green Tree Servicing LLC Steve Godrt 7360 S Kyrene, Tempe, AZ 85283

Cifet Jun

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

LOAN MODIFICATION AGREEMENT

FROM IMORI/SAFE AC

This Loan Modification Agreement ("Agreement"), made between ALAN J. NARTER and RORI W. NARTER ("Borrower") and Green Tree Servicing LLC ("Lender"), amends and supplements 1) the Mortgage, Dec. on Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 12/14/1003 and recorded 12/30/1993 Instrument No. 03081801 of the Records of Cook Courty, IL and (2) the Note, bearing the same date as, and secured by, the Security Instrument, Which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

22447 IMPERIAL RICHTON PARK, IL 60471

ORIGINAL

the real property described in the above-rarer need Security Instrument.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1.As of 09/01/2014, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$70,566.17 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2.Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.50000%, from 09/01/2014. Borrower promises to make monthly payments of principal and interest of U.5. \$464.38, beginning on the 10/01/2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 7.50000% will remain in effect until principal and interest are paid in full. The new monthly payment amount does not include any amounts owed for escrow. Borrower may refer to the monthly billing statement for the escrow amount owed. If or 09/01/2054 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower's payment schedule for the modified Loan is as follows:



UNOFFICIAL COPY

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-40	7.500%	09/01/2014	\$464.38	10/01/2014	480
7	D				
	0				

3.If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remodies permitted by the Security Instrument without further notice or demand on Borrower.

Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument chall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any or lander's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- 4.Intentionally Deleted.

UNOFFICIAL COPY

- 5.Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all torms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

6.Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments he reunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way in pair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Docume we shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification.

1 10 3 XXT3PO 51P30000 755850

UNOFFICIAL COPY

In Witness Whereof, the Lender and I have	executed this Agreement
Green Tree Servicing LLC	THE STATE OF THE S
Lender	ALAN J. MARTER 9/11/14
By: Name: Jodi R Michel Title: Direstor, Default Services License #: 973826	Date RORI W. NARTER Date
Date	
900	Account#: 620021329
This communication is from a debt collector. be used for that purpose.	It is an attempt to collect a debt, and any information obtained will
[SPACE BELOW TH	HIS LINE FOR ACKNOWLEDGEMENT]
Green Tree Se	relaing IIC
Λ	02
Brian A. Abbee Default Services Supervisor NMLS# 68000	alut County Clark's
	20.
	Opp.
	T'S OFFICE
	Co

1426757201 Page: 5 of 7

UNOFFICIAL COPY

State of: Illinois
County of: Cook
I, MARSHA T. KAMERLINK, a Notary Public in and for said county and state do hereby certify that
O/X
personally known to roe to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he/she/they signed and detreeted the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this the $\frac{1}{20}$ day of $\frac{\text{Septimbe}}{\text{Supplime}}$, 20/4 My Commission Expires: $\frac{10}{07}$
My Commission Expires: 10/07/2017 Marsha J. Kamerlind Notary Public
OFFICIAL SEAL MARSHA T KAMERLINK NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 1067/17

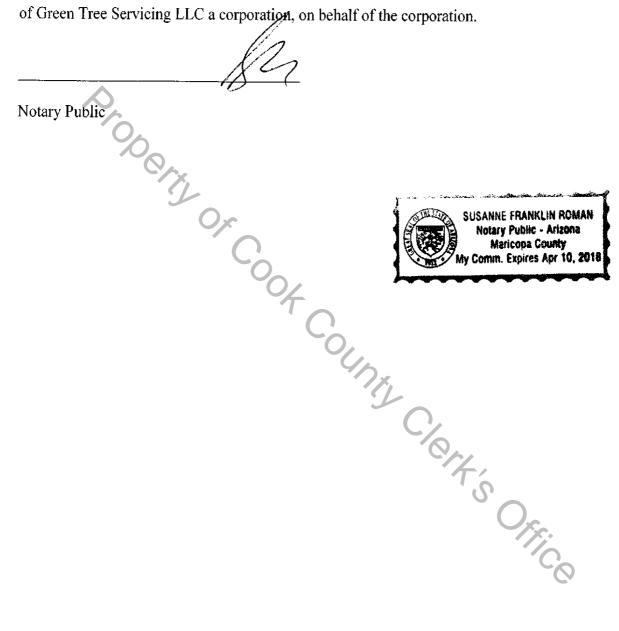
1426757201 Page: 6 of 7

UNOFFICIAL COPY

STATE OF Arizona

County of Maricopa

of Green Tree Servicing LLC a corporation, on behalf of the corporation.



1426757201 Page: 7 of 7

UNOFFICIAL COPY

EXHIBIT "A"

LOT 58 IN BURNSIDE'S LAKEWOOD MANOR UNIT NUMBER 2, A SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

