

UNOFFICIAL COPY



Doc#: 1427415027 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/01/2014 09:53 AM Pg: 1 of 7

Return to:
Document Recording Services
P.O. Box 3008
Tallahassee, FL 32315-3008

This Document Prepared By:
NATIONSTAR MORTGAGE LLC
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
Steve Safavi

Parcel ID Number:
21-31-321-026-0000

[Space Above This Line For Recording Data]

Original Recording Date: January 13, 2010

Loan No: 601905425

Original Loan Amount: \$103,098.00

FHA Case Number: IL1375289191703

New Money: \$905.24

MIN Number: 1000255-0000394962-3

FILE 1ST LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 18th day of September, 2013, between DWAYNE HICKMAN whose address is 7101 WEST 166 STREET APT 3A, TINLEY PARK, IL 60477 ("Borrower") and NATIONSTAR MORTGAGE LLC which is organized and existing under the laws of The United States of America, and whose address is 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (800) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated December 29, 2009 and recorded in Book/Liber N/A, Instrument No: 1001341023, of the Official Records (Name of Records) of COOK County, IL (County and State or other Jurisdiction) 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
8510 S MARQUETTE AVE, CHICAGO, IL 60617,
(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;

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):



* 6 0 1 9 0 5 4 2 5 *
HUD MODIFICATION AGREEMENT
8300h 11/12



(page 1 of 6)

S Yes
P 7
S N
M N
SC Yes
E Yes
INT Yes

UNOFFICIAL COPY

1. As of **September 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$100,511.76**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
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 **4.000%**, from **September 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$479.86**, beginning on the **1st** day of **October, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **September 1, 2043** (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.
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 remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. 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; and
 - (b) all terms and provisions of any adjustable rate rider, 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.
5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by



* 6 0 1 9 0 5 4 2 5 *

HUD MODIFICATION AGREEMENT

8300h 11/12



* 6 8 0 2 2 + 1 0 *

(page 2 of 6)

UNOFFICIAL COPY

entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.
8. This Agreement modifies an obligation secured by an existing security instrument recorded in COOK County, IL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$99,606.52. The principal balance secured by the existing security instrument as a result of this Agreement is \$10,511.76, which amount represents the excess of the unpaid principal balance of this original obligation.



* 6 0 1 9 0 5 4 2 5 *
HUD MODIFICATION AGREEMENT
8300h 11/12



* 6 8 0 2 2 + 1 0 *

(page 3 of 6)

UNOFFICIAL COPY

Dwayne Hickman

(Seal)

DWAYNE HICKMAN -Borrower

[Space Below This Line For Acknowledgments]

State of Illinois

County of CookThe foregoing instrument was acknowledged before me on April 6th 2014by Dwayne Hickman

(Signature of person taking acknowledgment)

My Commission Expires on 12-13-2016

* 6 0 1 9 0 5 4 2 5 *

HUD MODIFICATION AGREEMENT

8300h 11/12



(page 4 of 6)

UNOFFICIAL COPY

NATIONSTAR MORTGAGE LLC

By: *Krista Moore* (Seal) - Lender
 Name: Krista Moore
 Title: Assistant Secretary

4-11-14
 Date of Lender's Signature
 [Space Below This Line For Acknowledgments]

State of Texas

County of Dallas

The foregoing instrument was acknowledged before me on 4/11/14
 by Krista Moore, the Assistant Secretary of
Nationstar Mortgage LLC

[Signature]
 (Signature of person taking acknowledgment)

My Commission Expires on 3/2/16



* 6 0 1 9 0 5 4 2 5 *
 HUD MODIFICATION AGREEMENT
 8300h 11/12



* 6 8 0 2 2 + 1 0 *

(page 5 of 6)

UNOFFICIAL COPY

K Moore 4-11-14

Krista Moore

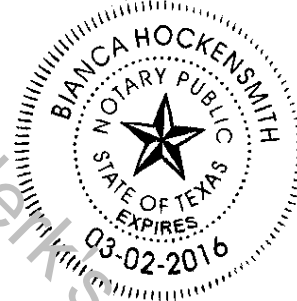
Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: Assistant Secretary

[Space Below This Line For Acknowledgments]

State of TexasCounty of DallasThe foregoing instrument was acknowledged before me on 4/11/14by Krista Moore, the Assistant Secretary ofMortgage Electronic Registration System, Inc.

(Signature of person taking acknowledgment)

My Commission Expires on 3/2/16

* 6 0 1 9 0 5 4 2 5 *

HUD MODIFICATION AGREEMENT

8300h 11/12



(page 6 of 6)

UNOFFICIAL COPY

Exhibit "A"

Loan Number: **601905425**

Property Address: **8510 S MARQUETTE AVE, CHICAGO, IL 60617**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK, ILLINOIS: LOT 5 AND THE NORTH 1/2 OF LOT 6 IN BLOCK 51 IN HILLS ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office



Exhibit A Legal Description Attachment 11/12



Page 1 of 1