



Doc#: 1428725006 Fee: \$88.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/14/2014 04:40 PM Pg: 1 of 9

(Space Above This Line For Recording Data)

Original Recorded Date: 01-16-2010 Freddie Mac Loan No: 566957434  
Original Principal Amount: \$310,000.00 Loan No: 6992706285

PIN 23-11-111-024-0000

**LOAN MODIFICATION AGREEMENT**  
(To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective 11/1/2013, between BRANCH BANKING AND TRUST COMPANY ("Lender") and ANN DOSEN ("Borrower")

Modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated 6/29/2009, in the original principal sum of U.S. \$310,000.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in Book/Page 19 / 1-2 of the Official Records of COOK, the Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

9701S MERYCOW CT  
PALOS HILLS, ILLINOIS, 60465

The real property described being set forth as follows:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

S N  
P 9  
S N  
M N  
SC 9  
E 9  
INT 9

# UNOFFICIAL COPY

Freddie Mac Loan: 566957434  
Loan Number: 6992706285

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (Notwithstanding anything to the contrary contained in the Note and Security Instrument):

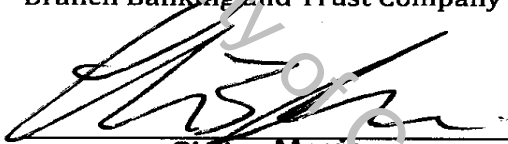
1. **Current Balance.** As of 11/1/2013, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$298,600.52.
2. **Interest Rate.** Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.0%, beginning 11/1/2013, both before and after any default described in the Note. The yearly rate 4.0% will remain in effect until principal and interest is paid in full.
3. **Monthly Payments and Maturity Date.** Borrower promises to make monthly payments of principal and interest of U.S. \$1,439.86, beginning on 12/1/2013 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 11/1/2053 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. **Place of Payment.** Borrower must make the monthly payments at  
P.O. Box 580022  
Charlotte, North Carolina 28258-0022  
or such other place as Lender may require.
5. **Partial Payments.** Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. **Property Transfer.** 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 Security Instrument.
7. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security instrument without further notice or demand of Borrower.
8. **Compliance with Covenants.** 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 that Borrower is obligated to make under the Security Instrument.
9. This Agreement modifies an obligation secured by an existing security instrument recorded in COOK 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 \$298,600.52. The principal balance secured by the existing security instrument as a result of this Agreement is \$344,515.43, which amount represents the excess of the unpaid principal balance of this original obligation.

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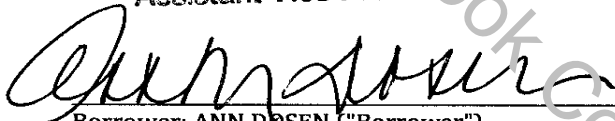
Freddie Mac Loan: 566957434  
Loan Number: 6992706285

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 where 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.

In Witness Whereof, Lender and Borrower have executed this Agreement.  
Branch Banking and Trust Company



Name: **Chilton Morris** -Lender  
Its: Assistant Vice President



Borrower: ANN DOSEN ("Borrower")

Borrower

Borrower:

*Michelle Martin* / *Michelle MARTIN*  
Witness: Sign & Print

*James S. Laski*      *JAMES E. LASKI*  
Witness: Sign & Print

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Freddie Mac Loan: 566957434  
Loan Number: 6992706285

(Space Below This Line For Acknowledgement)

STATE OF Illinois BORROWER ACKNOWLEDGMENT  
COUNTY OF Cook

I hereby certify, that on this 14 day of November in the year 2013 before me, the subscriber, a Notary Public of the State of Illinois, personally appeared ANN DOSEN ("Borrower") acknowledged the foregoing deed to be his act.

AS WITNESS: my hand and notaries seal.

My Commission Expires 11/28/15



[Signature]  
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF South Carolina COUNTY OF Spartanburg

I hereby certify that on this 25 day of Nov in the year 2013, before the subscriber Akeeba Gray personally appeared \_\_\_\_\_ and acknowledged the foregoing deed to be his act.

AS WITNESS: my hand and notaries seal.

My Commission Expires

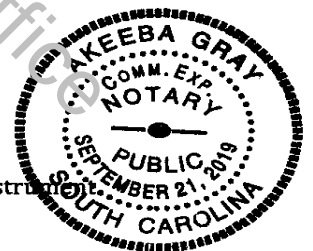
[Signature]

[Signature]  
Notary Public

RECORD AND RETURN TO:  
BB&T MORTGAGE  
301 COLLEGE STREET  
GREENVILLE, SOUTH CAROLINA 29601

This is to certify that the within instrument has been prepared by a party to the instrument

\_\_\_\_\_  
Authorized Agent



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Freddie Mac Loan: 566957434  
BB&T Loan: 6992706285

## Modification Due on Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective 11/1/2013 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by ANN DOSEN ("Borrower"), and Branch Banking and Trust Co. (the "Lender") covering the Property described in the Loan Modification Agreement located at: 9701S MERYTON CT In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

- B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

11.14.2013 ANN DOSEN (Seal)  
Date ANN DOSEN ("Borrower")

\_\_\_\_\_  
Date (Seal)

Branch Banking and Trust Co. (Seal)  
-Lender  
Chilton Morris  
By: Chilton Morris

\_\_\_\_\_  
Date  
Its: Assistant Vice President



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Freddie Mac Loan: 566957434  
BB&T Loan: 6992706285

ANN DOSEN ("Borrower"),  
9701S MERYTON CT

Branch Banking and Trust Co.

### NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

  
ANN DOSEN ("Borrower")

DATE: 11.14.2013

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
DATE:

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Freddie Mac Loan: 566957434  
BB&T Loan: 6992706285

ANN DOSEN ("Borrower"),  
9701S MERYTON CT

Branch Banking and Trust Co.

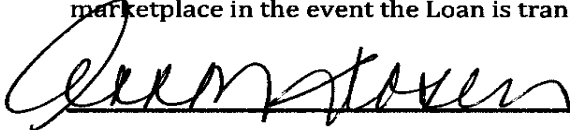
## ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of  
Branch Banking and Trust Co.

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such request made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.



ANN DOSEN ("Borrower")

DATE: 11-14-2013

DATE:

DATE:

DATE:

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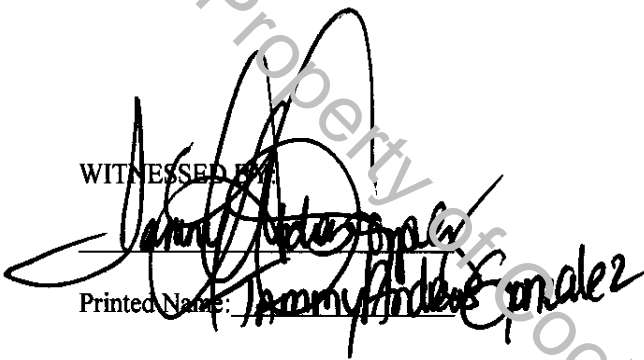
BB&T Loan: 6992706285

MERS No.: 1007340 1000103928 8  
MERS Phone: 1-888-679-6377

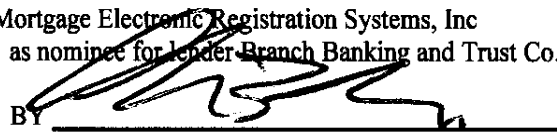
(Corporate Acknowledgement)

Witness our hands and seals to this Agreement this 25 day of November, 2013.

WITNESSED BY

  
Printed Name: Tammy Anderson

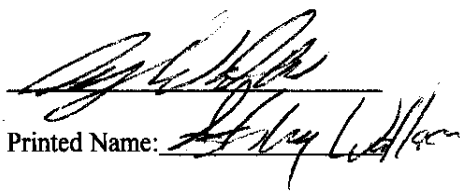
Mortgage Electronic Registration Systems, Inc  
as nominee for lender Branch Banking and Trust Co.

  
BY \_\_\_\_\_

Title: **Chilton Morris**

**Assistant Secretary**



  
Printed Name: Akeeba Gray

STATE OF South Carolina  
COUNTY OF Greenville

**Akeeba Gray**

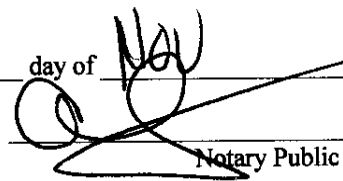
I, \_\_\_\_\_, Notary Public of said County, do hereby certify that,

**Chilton Morris**

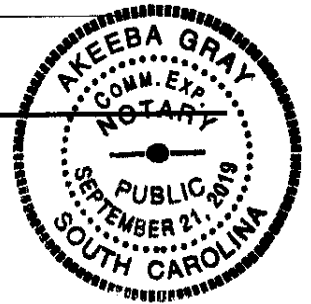
\_\_\_\_\_  
Lender/Note Holder, personally appeared before me this day and  
acknowledged that he/she is **Assistant Secretary** of Mortgage Electronic Registration  
Systems Inc, for lender Branch Banking and Trust Company and acknowledge on behalf of the  
corporation the due execution of the foregoing instrument

SWORN TO BEFORE ME THIS 25 day of NOV, 2013.

My Commission Expires: Sept 21, 2019

  
Notary Public

\_\_\_\_\_  
Notary Public of South Carolina





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## EXHIBIT "A"

### LEGAL DESCRIPTION

**Lot 8 in Heatherfield Estates Unit # 3 A Subdivision of the  
Northeast ¼ of the East 656, 33 Feet of the North ½ of the  
Southwest ¼ of the Northwest ¼ of section 11, Township 37  
North, Range 12 East of the Third Principal Meridian, in Cook  
County, Illinois.**

**Property Address:**

**9701S Meryton Court**

**Palos Hills, Illinois 60465**

Property of Cook County Clerk's Office