

Investor Loan # 1703376393

**When Recorded Return To:**  
Green Tree Servicing LLC  
7360 South Kyrene Road  
Tempe, AZ 85283

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

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

From Intg/ Safeact

689104116 K-S.

**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement"), between JOHN MCNULTY ("Borrower") and Green Tree Servicing LLC ("Lender"), amends and supplements 1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 03/23/2007 Recorded 4/05/2007 Instrument No. 0703508005 Records of COOK COUNTY, 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

4003 KONRAD AVE  
LYONS, IL 60534

ORIGINAL

the real property described in the above-referenced 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. \$237,723.02 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. \$29,573.02 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$208,150.00. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.62500%, from 09/01/2014. Borrower promises to make monthly payments of principal and interest of U.S. \$952.56, beginning on the 10/01/2014, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of 4.62500% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been 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. The new Maturity Date will be 09/01/2054. Borrower's payment schedule for the modified Loan is as follows:

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Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-40	4.625%	09/01/2014	\$952.56	10/01/2014	480

3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. If Borrower makes a partial prepayment of Principal, Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
5. 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.

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 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 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.

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- (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.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share certain Borrower public and non-public personal information including, but not limited to (i) name, address, telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, and (v) payment history and information about Borrower's account balances and activity, with an authorized third Agency or similar entity that is assisting Borrower in connection with obtaining a foreclosure prevention alternative, including the trial period plan to modify Borrower's account ("Authorized Third Party").

Borrower understands and consents to Lender or Authorized Third Party, as well as Fannie Mae (the owner of Borrower's account), disclosing such personal information and the terms of any relief or foreclosure prevention alternative, including the terms of the trial period plan to modify Borrower's account, to any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's account or any other mortgage account secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with the account or any other mortgage account secured by the Property on which Borrower is obligated.

Borrower consents to being contacted by Fannie Mae, Lender or Authorized Third Party concerning mortgage assistance relating to Borrower's account.

6. Intentionally Deleted.

7. 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, encrow 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 terms 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.

8. 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 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 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.

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STATE OF: Arizona, County ss: Maricopa

On October 9, 2014 before me, the undersigned, a notary Public in and for said state, personally appeared

Brian A. Abbee, Licensed Loss Mitigation Specialist of Green Tree Servicing LLC

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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\_\_\_\_\_  
Notary Public




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(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 Documents 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.

In Witness Whereof, the Lender and I have executed this Agreement.

Green Tree Servicing, LLC  
Lender

  
JOHN MCNULTY  
10/06/2014  
Date

By: \_\_\_\_\_  
Name: Jeff D Koenig  
Title: Director, Default Services  
License #: 973893

\_\_\_\_\_  
\_\_\_\_\_


\_\_\_\_\_  
Date

Account#: 689104164

This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.

**[SPACE BELOW THIS LINE FOR ACKNOWLEDGEMENT]**

Green Tree Servicing, LLC

  
By: \_\_\_\_\_  
Brian A. Abbee  
Default Services Supervisor  
NMLS# 68000

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State of: Illinois

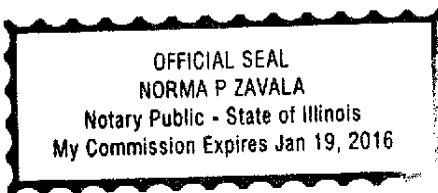
County of: Cook

I, Norma P. Zavala, a Notary Public in  
and for said county and state do hereby certify that  
JOHN MCNULTY

personally known to me 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 delivered 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 6<sup>th</sup> day of October, 2014

My Commission Expires: January 19, 2016  
[Signature]  
Notary Public



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Exhibit "A"

LOT 1 (EXCEPT THE NORTH 40 FEET THEREOF AND EXCEPT THE WEST 60 FEET OF THE SOUTH 130.30 FEET THEREOF AND EXCEPT THE SOUTH 125 FEET OF LOT 1 EXCEPT THE WEST 60 FEET THEREOF) ALL IN BLOCK 4 IN RICKER'S ADDITION TO LYONS, A SUBDIVISION OF THAT PART LYING NORTH OF OGDEN AVENUE AND WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LINE (EXCEPTING THEREFROM THE NORTH 628.40 FEET OF THE EAST 638.90 FEET THEREOF) ALSO EXCEPTING THE WEST 275.40 FEET OF THE NORTH 686.40 FEET OF THE EAST 914.80 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4003 KONRAD AVENUE, LYONS, ILLINOIS 60534

PIN#: 18-02-103-022-0000

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