

**After Recording Return To:**  
Ocwen Loan Servicing, LLC  
Attn: Contract Management  
P.O. Box 24737  
West Palm Beach, FL 33416  
Investor #: 11564

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_

**LOAN MODIFICATION AGREEMENT**

**Servicer:** Ocwen Loan Servicing, LLC  
**Original Mortgagor / Maker:** ERIKA I. SANCHEZ AND GILBERTO F. SANCHEZ  
**Marital Status:** MARRIED  
**Original Mortgagee / Payee:** MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
 SOLELY AS A NOMINEE FOR ALLY BANK  
**Original Amount:** \$ 199,255.00  
**Original Mortgage Date:** JANUARY 11, 2013  
**Date Recorded:** FEBRUARY 05, 2013  
**Reel / Book:** \_\_\_\_\_ **Page / Liber:** \_\_\_\_\_  
**CRFN / Document/Instrument #:** 1502-08117  
**AP# / Parcel #:** 19-34-302-056  
**Property Address:** 8316 S. KOSTNER AVENUE  
**City: CHICAGO** **County: COOK** **State: ILLINOIS**  
  
**Present Holder of the Note and Lien:** OCWEN LOAN SERVICING, LLC  
**Holder's Mailing Address:** 5720 Premier Park Dr.  
**(Including county)** West Palm Beach, FL 33407  
 Palm Beach County

**New Money:** \_\_\_\_\_ \$ \_\_\_\_\_

**LEGAL DESCRIPTION:**

Lot 31 (except the South 16 2/3 feet thereof) and all of Lot 32 in Block 51 Frederick H. Bartlett's City of Chicago Subdivision of Section 34, Township 38 North, Range 13, East of the Third Principal Meridian, (except that part of the East 129 feet of the West 1/2 of the Southwest 1/4 of said Section 34, as lies in said Lot 2 and except Railroad), in Cook County, Illinois.

**Registered Land (OH Only):**  YES  NO

**AFN# (OH Only):** \_\_\_\_\_

**District (NYC Only):** \_\_\_\_\_ **Section:** \_\_\_\_\_ **Block:** \_\_\_\_\_ **Lot:** \_\_\_\_\_

**District (MA Only):** \_\_\_\_\_

**Lot (DC Only):** \_\_\_\_\_ **Square:** \_\_\_\_\_



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Ocwen Loan Servicing, LLC  
WWW.OCWEN.COM

1661 Worthington Road, Ste 100  
West Palm Beach, FL 33409  
Toll Free: (800) 746-2936

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Investor Loan # \_\_\_\_\_

After Recording Return To:

Ocwen Loan Servicing, LLC

Attn: Modification Processing

PO Box 24737

West Palm Beach, FL 33416-9838

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## NON-HAMP LOAN MODIFICATION AGREEMENT

Loan Modification Agreement ("Agreement") made this 9/5/2014 between Erika I Sanchez Gilberto F Sanchez ("Borrower") and Ocwen Loan Servicing, LLC Lender/Servicer or Agent for Lender/Servicer ("Lender") amends and supplements that certain promissory note ("Note") dated 1/11/2013 in the original principal sum of \$199,255.00 executed by Borrower except that since Borrower has received a chapter 7 bankruptcy discharge, this Agreement will not create personal liability under the Note. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, in the real property records of Cook County, IL.

Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 8316 S Kostner Ave Chicago, IL 60652, which real property is more particularly described as follows:

### (Legal Description Attached if Applicable for Recording Only)

Borrower acknowledges that "Lender" is the legal holder and the owner, or agent/servicer for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if "Lender" transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Borrower understands that Borrower is not personally obligated to repay the mortgage loan and that Ocwen Loan Servicing, LLC is not attempting to collect a debt from Borrower. Signing this Agreement will not make Borrower personally liable for the mortgage loan. Borrower understands that Ocwen Loan Servicing, LLC will continue to retain its lien on the Property, along with all rights to enforce such lien against the Property. Whether Borrower chooses to make voluntary payments in the amount of the original monthly payment as set forth in the Note or the modified monthly payments as set forth in this Agreement, such payments will reduce the amount of the lien.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is \$212,872.99.

\$28,872.99 of the New Principal Balance shall be deferred (the **Deferred Principal Balance**) and I 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 \$184,000.00.

Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security

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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.

2. The Maturity Date is 6/1/2054.
3. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument.
4. Interest will be charged on the unpaid, non-deferred, "New Principal Balance" until the non-deferred principal has been paid in full. Borrower promises to pay interest at the rate required at each Interest Rate Change Date from 6/1/2014 until I pay off my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due. The rate of interest I pay will change based upon the Payment Schedule below.
5. Monthly principal and interest payments are due of \$ 842.04, beginning on 7/1/2014, and continuing thereafter on the same day of each succeeding month, according to the Payment Schedule below until all principal and interest is paid in full. Payments will be made and delivered to 1661 Worthington Road, Ste 100, West Palm Beach, FL 33409 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required, the monthly payments will be higher and may change as the amounts required for escrow items change.

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1 - Maturity	4.62500%	6/1/2014	\$ 842.04	\$ 356.39, adjusts annually after year 1	\$1,198.43, adjusts annually after year 1	7/1/2014	480

6. If on 6/1/2054 (the "Maturity Date"), Borrower still owes any amounts under the Note and Security Instrument, including any "Deferred Principal Balance" as provided for in this Agreement, Borrower will pay these amounts in full on that date.
7. If "Lender" has not received the full amount of any monthly payment within the grace period provided for in the original Note or as otherwise provided for by law, a late payment fee will be assessed and payable to "Lender" in an amount calculated based on the late charge percentage provided for in the original Note, or as otherwise provided for by law, and the monthly payment required under this Agreement, with a maximum as provided for in the Note, or otherwise provided for by law. This late charge will be paid promptly, but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy. **Notwithstanding the foregoing, Lender cannot enforce the debt against Borrower personally and Lender's only remedy upon default is to enforce the lien on the property.**
8. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement, or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend, rearrange, or extend (if applicable)

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the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

9. If all or any part of the Property or any interest in it 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, 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 such exercise is prohibited by applicable law. 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 this 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. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.
10. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. 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, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.
11. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.
12. Borrower agrees to execute such other and further documents as may be reasonably necessary to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the loan evidenced by the Note. If an error in the terms hereof is detected after execution of this Agreement, Borrower understands that a corrected Agreement will be provided and this Agreement will be void upon notice of such error. Should Borrower elect not to sign any such corrected Agreement, the loan will revert to the terms of the original Loan Documents.
13. Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word 'lease' shall mean 'sublease' if the Security Instrument is on a leasehold estate.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ('Rents') of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due

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and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agent, or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

EACH OF THE BORROWER(S) AND THE "LENDER" ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. IF APPLICABLE, BORROWER ALSO ACKNOWLEDGES THE RECEIPT BY INCLUSION IN THIS AGREEMENT, OF SPECIFIC INFORMATION DISCLOSING THE FUNCTION OF A BALLOON PAYMENT.

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**Modification Due on Transfer**

THIS MODIFICATION DUE ON TRANSFER RIDER, effective 9/5/2014, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Erika I Sanchez Gilberto F Sanchez (the 'Borrower') and Ocwen Loan Servicing LLC (the 'Lender') covering the Property described in the Loan Modification Agreement located at

8316 S Kostner Ave,  
Chicago, IL 60652

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 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.

*Felicia Perry*  
-----  
Ocwen Loan Servicing, LLC

*Erika I Sanchez*  
-----  
Erika I Sanchez

OCT 08 2014

By: **Felicia Perry**  
-----  
Authorized Officer

*Gilberto F Sanchez*  
-----  
Gilberto F Sanchez



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If this box is checked, Borrower(s) signature must be notarized.

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



Erika I Sanchez  
Erika I Sanchez

9 / 18 / 14 Date

State of IL Cook  
County of Cook

On 9/18/14 before me, Sonya Carrillo personally appeared Erika I Sanchez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged before me that he/she executed the foregoing instrument in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IL that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature S Carrillo (Seal)  
Print Name: S Carrillo  
Commission expiration date 5/23/17



Personally Known \_\_\_\_\_ OR Produced Identification ID  
Type of Identification Produced IL State I.D.



Gilberto F Sanchez  
Gilberto F Sanchez

9 / 18 / 14 Date

State of IL Cook  
County of Cook

On 9/18/14 before me, Sonya Carrillo personally appeared Gilberto F. Sanchez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged before me that he/she executed the foregoing instrument in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IL that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature S Carrillo (Seal)  
Print Name: S Carrillo  
Commission expiration date 5/23/17



Personally Known \_\_\_\_\_ OR Produced Identification ID  
Type of Identification Produced IL State CDL

\*All individuals on the title (even if not a borrower on the note) must sign this agreement. If there are more than two title holders to this property, please have them sign below. If no other title holders exist, please leave page 4 blank and return it with the rest of the agreement.

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



Ericka L Sanchez 9, 18, 14 Date  
Ericka L Sanchez

State of IL \_\_\_\_\_  
County of Cook

On 9/18/14 before me, Jonya Carrillo personally appeared  
Ericka I Sanchez who proved to me on the basis of satisfactory evidence to be the person(s)  
whose name is subscribed to the within instrument and acknowledged before me that he/she executed the foregoing instrument in his/her  
authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed  
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IL that the foregoing paragraph is true and correct. WITNESS my hand and  
official seal.

Signature [Signature] (Seal)  
Print Name: SCarrillo  
Commission expiration date 5/23/17



Personally Known \_\_\_\_\_ OR Produced Identification ID ✓  
Type of Identification Produced IL State ID



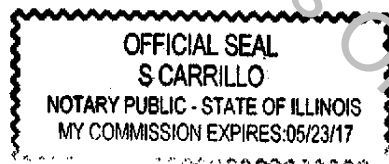
Gilberto F Sanchez 9, 18, 14 Date  
Gilberto F Sanchez

State of IL \_\_\_\_\_  
County of Cook

On 9/18/14 before me, Jonya Carrillo personally appeared  
Gilberto F Sanchez who proved to me on the basis of satisfactory evidence to be the  
person(s) whose name is subscribed to the within instrument and acknowledged before me that he/she executed the foregoing  
instrument in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf  
of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IL that the foregoing paragraph is true and correct. WITNESS my  
hand and official seal.

Signature [Signature] (Seal)  
Print Name: SCarrillo  
Commission expiration date 5/23/17



Personally Known \_\_\_\_\_ OR Produced Identification ID ✓  
Type of Identification Produced IL State CDL

Servicer \_\_\_\_\_  
Date OCT 08 2014  
BY Felicia Perry  
Felicia Perry  
Servicing Operations Specialist

If applicable: \_\_\_\_\_  
Mortgage Electronic Registration Systems, Inc. - Nominee for Servicer

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**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Here insert name and title of the officer)

Personally appeared \_\_\_\_\_

Who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public (Notary Seal)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Property of Cook County Clerk's Office

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**BORROWER ACKNOWLEDGMENT**

State of IOWA  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
Date

By \_\_\_\_\_

\_\_\_\_\_  
Name(s) of Person(s)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Title (or Rank for Military Personnel)

Stamp/Seal

Property of Cook County Clerk's Office

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**UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF NEW YORK )

ss:

COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, 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 on behalf of which the individual(s) acted, executed the instrument.

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

Property of Cook County Clerk's Office

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OCWEN LOAN SERVICING, LLC

*Bendiane Zephir*  
 By: Bendiane Zephir  
 Servicing Operations Specialist  
 Date: 28-October-2014

Power of attorney recorded on \_\_\_\_\_, County \_\_\_\_\_  
 State \_\_\_\_\_, Book: \_\_\_\_\_ Page \_\_\_\_\_  
 Instrument # \_\_\_\_\_  
 (If power of attorney recorded information above is not completed, please see attached Power of Attorney)

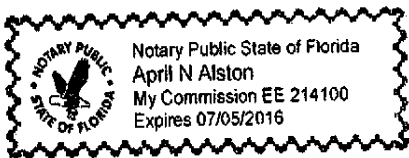
WITNESSES:

*Felicia Perry*  
 Felicia Perry

*Gisele Cazeau*  
 Gisele Cazeau

STATE OF Florida }  
 COUNTY OF Palm Beach }

On 28-October-2014, before me, the undersigned Notary Public, personally appeared Bendiane Zephir, Servicing Operations Specialist, of Ocwen Loan Servicing, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity that by his/her signature on the instrument, the individual(s) or person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the county of Palm Beach, State of Florida.



Witness my hand and official seal.

*April N Alston*  
 Notary - State of Florida  
 County of Palm Beach

Prepared by:

*Felicia Perry*  
 Felicia Perry

Ocwen Loan Servicing, LLC  
 1661 Worthington Road, Suite 100  
 West Palm Beach, FL 33409