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1434615033

Doc#: 1434615033 Fee: \$50.25
RHSP Fee: \$9.00 RPPF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/12/2014 01:31 PM Pg: 1 of 6

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244

This Document Prepared By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
CHARLTON STANTON, SPECIALIST

Parcel ID Number: 2833070120000

[Space Above This Line For Recording Data]

Original Recording Date: **January 21, 2005**
Original Loan Amount: **\$180,000.00**
Original Lender Name: **BANGGROUP MORTGAGE CORPORATION**
New Money: **\$27,304.65**

Loan No: **2029268717**
Investor Loan No: **0539870463**

Prepared Date: September 15, 2014

LOAN MODIFICATION AGREEMENT
(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 15th day of September, 2014, between **CARL E JAMES** ("Borrower") and **HSBC BANK USA, N.A.**, whose address is **95 WASHINGTON STREET, BUFFALO, NY 14203** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **December 22, 2004** and recorded in **Instrument No: 0502105306**, 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 **18044 TARPON COURT, HOMEWOOD, IL 60430**,

(Property Address)

the real property described being set forth as follows:

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

QUIT CLAIM DEED RECORDED 10/24/13, Doc 1329748106. ASSIGNMENT FROM BANGGROUP MORTGAGE CORPORATION TO HSBC MORTGAGE CORPORATION (USA). -REC: 03/11/2008



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LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

Loan No: **2029268717**
8303 01/14



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S ✓
P ✓
S ✓
M ✓
SC ✓
E ✓
INT ✓

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INSTR# 0807104016. ASSIGNMENT FROM HSBC MORTGAGE CORPORATION (USA) TO HSBC BANK USA, N.A. -REC: 02/27/2013 INSTR# 1305815059

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 **October 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$180,073.36**, 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 for the first five years at the yearly rate of **5.000%** from **October 01, 2014**, and Borrower promises to pay monthly payments of principal and interest in the amount of **\$868.31** beginning on the **1st** day of **November, 2014**. During the sixth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of **5.500%** from **October 01, 2019**, and Borrower shall pay monthly payments of principal and interest in the amount of **\$923.93** beginning on the **1st** day of **November, 2019** and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **October 1, 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.
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, 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,



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LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

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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.
5. 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.
- (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.
6. 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



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LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

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instrument is \$152,768.71. The principal balance secured by the existing security instrument as a result of this Agreement is \$180,073.36, which amount represents the excess of the unpaid principal balance of this original obligation.

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

Carl E. James (Seal)
CARL E JAMES -Borrower

_____[Space Below This Line For Acknowledgments]_____

State of Illinois

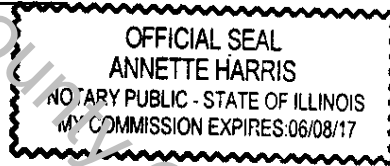
County of COOK

The foregoing instrument was acknowledged before me, a Notary Public on

September 29, 2014 by CARL E JAMES.

Annette Harris
(Signature of person taking acknowledgment)

My Commission Expires on 06-08-2017



Origination Company: **HSBC BANK USA, N.A.**
NMLSR ID: 2726



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LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

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HSBC BANK USA, N.A.

By: MICHAEL PANCOAST *Michael Pancoast* (Seal) - Lender
Name:

Title: VICE PRESIDENT AND ASSISTANT SECRETARY of the Residential Mortgage Loan Administrative Services Division of HSBC Bank USA, N.A.

10/29/14
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 10/29, 2014, before me, Karen L. Gordon
(please print name)

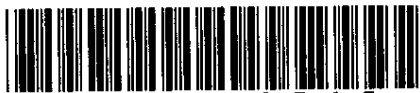
a Notary Public in and for said State, personally appeared

MICHAEL PANCOAST V.P. & Assistant Secretary of the Residential Mortgage Loan Administrative Services Division of HSBC Bank, USA, N.A. of the

Corporation, 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Karen L. Gordon
Notary Public Karen L. Gordon
Notary Public of New Jersey
My Commission Expires 3/22/2017

Notary Public of New Jersey
My Commission expires: 3/22/17



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LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

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LOAN # 2029268717

EXHIBIT A

LEGAL DESCRIPTION - EXHIBIT A

Legal Description: LOT 4 IN BLOCK 7 IN HOMEWOOD ESTATES SUBDIVISION, BEING THE EAST 3/4 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 AND ALSO LOTS 31, 32, 39, 47 AND 48 OF COWING BROTHERS 2ND ADDITION TO HOMEWOOD, ALL IN SECTION 36, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index #'s: 28-36-107-12-0000 Vol. 0035

Property Address: 18044 Tarpon Court, Homewood, Illinois 60430

Property of Cook County Clerk's Office