Investor Account #

1660884115

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]

68838237

## LOAN MODIFICATION AGREEMENT

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Safeact

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This Loan Modification Agreement ("Agreement"), made between GUADALUPE CAMARGO ("Customer") 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 08/27/1993 and recorded 11/17/1993 Instrument No. 93-936414 of the Records of Cook County, 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

5659 S CALIFORNIA AVE CHICAGO, IL 60629

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 10/01/2014, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$79,038.11 consisting of the unpaid amount(s) loaned to Customer by Lender plus any interest and other amounts capitalized.
- 2.Customer 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 7.75000%, from 10/01/2014. Customer promises to make monthly payments of principal and interest of U.S. \$524.79, beginning on the 11/01/2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 7.75000% will remain in effect until principal and interest are paid in full. The new monthly payment amount does not include any amounts owed for escrow. Customer may refer to the monthly billing statement for the escrow amount owed. If on 10/01/2054 (the "Maturity Date"), Customer still owes amounts under the Note and the Security Instrument, as an ended by this Agreement, Customer will pay these amounts in full on the Maturity Date. Customer'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	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-40	7.750%	10/01/2014	\$534.79	\$185.60 adjusts annually after year 1	\$720.39 adjusts annually after year 1	11/01/2014	480
No.							
	C/A		:				

3.If all or any part of the Property or any interest in the Property is sold or transferred (or if Customer is not a natural person and a beneficial interest in Customer 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 singlive Customer notice of acceleration. The notice shall provide a period of not less than 30 days from the data the notice is delivered or mailed within which Customer must pay all sums secured by the Security Instrument. If Customer 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 Customer.

Customer 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 Customer'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 Lenuer's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arice mercunder 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 Customer and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Customer acknowledges that Lender is required to report any debt forgiveness to the Internal Revenue Service which may result in consequences regarding Customer's federal, state or local tax liability. In addition, Customer understands that if Customer receives public assistance, the forgiveness of debt may affect Customer's eligibility for these benefits. Customer acknowledges that Lender cannot provide any advice or guidance regarding possible tax consequences or effect on any public assistance benefits. Customer further acknowledges that Lender has advised that Customer may wish to consult with a tax professional about any possible tax consequences and/or their public assistance office regarding other consequences that may result from the forgiveness of debt.

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- (f) Customer 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 Customer.
- (g) Customer authorizes Lender, and Lender's successors and assigns, to share certain Customer 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 Customer's account balances and activity, with an authorized third Agency or similar entity that is assisting Customer in connection with obtaining a foreclosure prevention alternative, including the trial period plan to modify Customer's account ("Authorized Third Party").

Customer understands and consents to Lender or Authorized Third Party, as well as Fannie Mae (the owner of Customer'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 Customer's account, to any insurer, guarantor, or servicer that insures, guarantees, or services Customer's account or any officer mortgage account secured by the Property on which Customer 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 Customer is obligated.

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

#### 4.Intentionally Deleted.

By this paragraph, Lender is notifying customer that any prior waiver by Lender of Customer's obligation to pay to Lender Funds for any or all Escrow Items is thereby revoked, and Customer has been advised of amount needed to fund the escrow items.

- 5.Customer also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Customer's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Customer is obligated to make under the Security Instrument; however, this 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, Customer waives any Timely Payment Rewards rate reduction to which Customer 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.

#### 6.Customer 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 Customer'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.

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- (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 Customer and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Customer 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 Account 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.

Green Tree Servicing LLC
Lender

By:
Name: Susanne F Roman
Title: Licensed Loss Mitigation Specialist
License #: 820539

Date

Account#: 585382373

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

[SPACE BELOW THIS LINE FOR ACKNOWLEDGEME: 151]

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

1435149062 Page: 5 of 7

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State of: Illinois							
County of: COOK							
I,							
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 21 day of November, 2014							
My Commission Expires:							
Notary Public							
OFFICIAL SEAL EDWARD SKOPA JR NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES GRANT							

1435149062 Page: 6 of 7

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## **ACKNOWLEDGMENT**

STATE OF: <u>Arizona</u> ,		
County ss: <u>Maricopa</u> ,		
On this day of Public in and for said state, pers	DEC 0 3 2014	, before me, the undersigned, a Notary
rubiic iii aliu yi salu state, per	опану арреатес	
Susanne F. Roman, Licensed Lo	oss Mitigation Specialist o	of Green Tree Servicing LLC
whose name(s) is/are subscribe executed the same in his/her/ti	d to the within instrumen neir capacity (ies), and tha	tatisfactory evidence to be the individual(s) tand acknowledged to me that he/she/they tby his/her/their signature(s) on the f which the individual(s) acted, executed the
		Notary Public  Donna K Gillane Notary Public - Artzona Maricopa County My Commission Expires June 9, 2018
		OFFICE OFFICE

1435149062 Page: 7 of 7

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## Exhibit "A"

LOT 20 IN BLOCK 2 IN EQUITABLE LAND ASSOCIATION WEEST 55TH STREET ADDITION, BEING A SUBDIVISION OF THE WEST 1/8 OF THE NORTH 1/2 OF THE NORTHEAST 4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL #: 19-13-205-020-0000

Property of Cook County Clark's Office