

After Recording Return To:
NATIONSTAR MORTGAGE LLC
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067

This Document Prepared By:
NATIONSTAR MORTGAGE LLC
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
Tatiana Vakid

Parcel ID Number: 15-27-228-018

[Space Above This Line For Recording Data]

Original Recording Date: August 15, 2006
Original Loan Amount: \$278,000.00
New Money: \$8,506.58

Loan No: 696723048
Investor Loan No: 1701826856
MIN Number: 1002497-1058060046-1

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 14th day of November, 2014, between MARIA GARCIA and MICHAEL GARCIA ("Borrower") and NATIONSTAR MORTGAGE LLC, whose address is 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated August 07, 2006 and recorded in Book/Liber N/A, Instrument No. 0622747133, 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

2850 NORTH TRIPP AVENUE, CHICAGO, IL 60641,
(Property Address)

the real property described being set forth as follows:

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

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 November 1, 2014, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$254,585.18, consisting of the unpaid amount(s) loaned to



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Borrower by Lender plus any interest and other amounts capitalized.

2. **\$22,285.18** 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 **\$232,300.00**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **4.500%**, from **November 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,044.33**, beginning on the **1st** day of **December, 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 **4.500%** will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be **November 1, 2054**.

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.

6. 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; and

(b) all terms and provisions of any adjustable rate rider, 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).



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above.

7. 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.
 - (f) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee, of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS.
8. In the event that I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents and did not reaffirm the mortgage debt under applicable law, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
9. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
10. 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 instrument is \$248,078.62. The principal balance secured by the existing security instrument as



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a result of this Agreement is \$254,585.18, 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.

Maria Garcia (Seal)
MARIA GARCIA -Borrower

Michael Garcia (Seal)
MICHAEL GARCIA -Borrower

_____[Space Below This Line For Acknowledgments]_____

State of Illinois

County of COOK

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

Nov 28, 2014 by MAR A GARCIA and MICHAEL GARCIA.

Janet Ines Doula
(Signature of person taking acknowledgment)

My Commission Expires on Aug 16 2015



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NATIONSTAR MORTGAGE LLC

By: Erica White (Seal) - Lender
 Name: Erica White
 Title: Assistant Secretary

12/10/14
 Date of Lender's Signature

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The State of TX

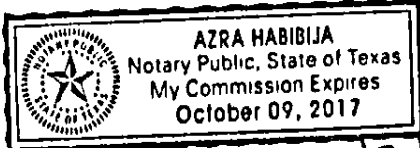
County of Denton

Notary Public

Before me Azra Habibiya (name/title of officer) on this day personally appeared
Erica White the Assistant Secretary of
Nationstar Mortgage LLC

known to me (or proved to me on the oath of _____ or through _____
 (description of identity card or other document)) to be the person whose name is subscribed to the
 foregoing instrument and acknowledged to me that he executed the same for the purposes and
 consideration therein expressed

Given under my hand and seal of office this 10th day of December, A.D. 2014



Azra Habibiya
 Signature of Officer
 Notary Public

Title of Officer

My Commission expires : 10/9/17



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Erica White 12/10/14 Erica White
Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: Assistant Secretary
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The State of TX

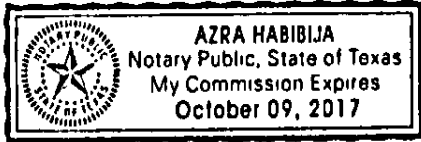
County of Denton

Before me Azra Habibija Notary Public
Erica White (name/title of officer) on this day personally appeared
Assistant Secretary

the _____ of
Mortgage Electronic Registration System, Inc.

Known to me (or proved to me on the oath of _____ or through _____
(description of identity card or other document)) to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes and
consideration therein expressed

Given under my hand and seal of office this 10th day of December A.D. 2014



Azra Habibija
Signature of Officer
Notary Public
Title of Officer

My Commission expires : 10/9/17



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Exhibit "A"

Loan Number: 69872048

Property Address: 2860 NORTH TRIPP AVENUE, CHICAGO, IL 60641

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK, ILLINOIS: LOT 38 (EXCEPT THE SOUTH 2 FEET THEREOF) AND THE SOUTH 4 FEET OF LOT 39 IN BLOCK 2 IN J.E. WHITES SUBDIVISIONS OF THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 LYING WEST OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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Exhibit A Legal Description Attachment 11/12



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