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79712514

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

Doc#: 1502215003 Fee: \$50.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/22/2015 08:52 AM 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: 24032110020000

[Space Above This Line For Recording Data]

Original Recording Date: July 11, 2007
Original Loan Amount: \$167,000.00
Original Lender Name: HSBC MORTGAGE CORPORATION (USA)
New Money: \$11,860.54

Loan No: 2039625187
Investor Loan No: 1704434577

Prepared Date: October 08, 2014

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 8th day of October, 2014, between WILLIAM FRIEDL, AN UNMARRIED MAN AND KATHLEEN A MCALEY, AN UNMARRIED WOMAN ("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") dated June 21, 2007 and recorded in Instrument No: 0719205131, 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
4351 WEST 87TH STREET, HOMETOWN, IL 60453,

(Property Address)

the real property described being set forth as follows:

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

ASSIGNMENT FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR HSBC MORTGAGE CORPORATION (USA) TO HSBC BANK USA, N.A. -REC: 02/22/12 INSTR#



* 2 0 3 9 6 2 5 1 8 7 *
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

Loan No: 2039625187
8300b 08/14



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Form 3179 1/01 (rev. 4/14)
(page 1 of 5)

S Y
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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 **December 1, 2014**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$179,943.44**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$45,968.44** 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 **\$133,975.00**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **4.500%**, from **December 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$602.30**, beginning on the **1st** day of **January, 2015**, 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 **December 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



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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.

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) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging [].



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8. 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 \$168,082.90. The principal balance secured by the existing security instrument as a result of this Agreement is \$179,943.44, 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.

William Friedl (Seal)
WILLIAM FRIEDL -Borrower

Kathleen A McAley (Seal)
KATHLEEN A MCALEY -Borrower

_____ [Space Below This Line For Acknowledgments] _____

State of Illinois

County of COOK

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

October 18th 2014 by WILLIAM FRIEDL and KATHLEEN A MCALEY.

Raquel Cardenas
(Signature of person taking acknowledgment)

My Commission Expires on 07-13-2015

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



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HSBC BANK USA, N.A.

By: Michael Pancoast (Seal) - Lender

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

11/07/14
Date of Lender's Signature

_____ [Space Below This Line For Acknowledgments] _____

State of New Jersey, County of Burlington

On 11/07, 2014, before me, **CHARLTON STANTON**
(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.

[Signature]
Notary Public

Notary Public of New Jersey
My Commission expires: 6-11-19

Charlton Stanton
Notary Public, New Jersey
My Commission Expires 6-11-19



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Loan: 2039625187

"Exhibit A"

Legal Description: LOT 853 (EXCEPT THE NORTH 15 FEET THEREOF) IN J.E. MERRION AND CO.'S HOMETOWN UNIT #2, A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 3, LYING NORTH OF THE RIGHT OF WAY OF THE WABASH RAILROAD AND OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 1314818, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 24-03-211-002-0000 Vol. 0237

Property Address: 4351 West 87th Street, Hometown, Illinois 60453



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Property of Cook County Clerk's Office