

Parcel Identification Number: 24-13-420-014-0000

After recording please return to:  
Security Connections, Inc.  
240 Technology Dr.  
Idaho Falls, ID 83401

Prepared by: LILYA GURARY  
1801 East Ninth Street, Cleveland, Ohio 44114

Loan # 0002963689

[Space Above This Line For Recording Data]

MIN: 100162500029636892

# LOAN MODIFICATION AGREEMENT

## Fixed interest rate

This Loan Modification Agreement ("Agreement"), made this 1<sup>st</sup> day of FEBRUARY, 2015 between BARBARA OMALLEY, A MARRIED WOMAN ("Borrower and Mortgagor") and JOHN WEST ("Mortgagor"), WIFE AND HUSBAND, and New York Community Bank ("Lender"), amends and supplements (1) the Mortgage Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated April 6, 2007, and granted or assigned to HOME FIRST, LLC, 2237 N. WESTERN AVENUE CHICAGO, IL 60647 and (2) the Note, bearing the same date as, and secured by, the Security Instrument in the original principal amount of \$55,600.00 executed by BARBARA OMALLEY ("Maker") payable to the order of the Lender in accordance with the terms set forth therein. Borrower, if not presently primarily liable for the payment of the Note, does hereby expressly assume the payment of said Note. Borrower acknowledges that Lender is the holder and the owner of the Note and understands that Lender may transfer the Note, as amended by this Agreement, and that anyone who takes the Note by transfer and who is entitled to receive payments under the Note is called the "Lender" in this Agreement. The Note is secured by a Mortgage (the "Security Instrument"), dated April 6, 2007, and filed for record on May 11, 2007, under Document Number: 0713135095 of the official records of Cook County, Illinois. Said Security Instrument conveys the real and personal property described in such Security Instrument (the "Property") located at:

2509 W 109TH ST, CHICAGO, ILLINOIS 60655  
(Property Address)

the real property described being set forth as follows:

Legal Description: LOT 98 IN SOUTHTOWN, BEING A RESUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED APRIL 27, 1926, AS DOCUMENT NO. 9255323, IN COOK COUNTY, ILLINOIS

Permanent Index #'s: 24-13-420-014-0000 Vol. 0444

Property Address: 2509 West 109th Street, Chicago, Illinois 60655

Borrower, BARBARA OMALLEY, now desires to extend or rearrange the time and manner of (re)payment of the Note, and both Mortgagors, BARBARA OMALLEY AND JOHN WEST, desire to extend and carry forward the lien(s) on the Property whether created by the Security Instrument or otherwise. Lender, the legal holder and owner of the Note and of the lien(s) securing the same has agreed at the request of Borrower to extend or rearrange the time and manner of payment of the Note, and Lender agrees at the request of the Mortgagors to extend and carry forward the lien(s) on the property.

LS02M

NYCB Phone: 1-800-866-2025

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument  
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**UNOFFICIAL COPY****Modification Terms:**

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 **FEBRUARY 1, 2015**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$52,013.67** 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 at the yearly rate of **2.980%**, from **FEBRUARY 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. **\$358.70**, beginning on the **1<sup>st</sup>** day of **MARCH, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full and all amounts paid for escrow advances are paid in full. The yearly rate of **2.980%** will remain in effect until principal and interest are paid in full. If on **February 1, 2030** (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, 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.

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## 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.

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EXECUTED as of the day and year first above written.

Barbara O'Malley (Seal)  
BARBARA O'MALLEY -Borrower  
and  
Mortgagor

John West (Seal)  
JOHN WEST - Mortgagor

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

Witnessed By:

\_\_\_\_  
Signature

\_\_\_\_  
Signature

\_\_\_\_  
Print Name

\_\_\_\_  
Print Name

ACCEPTED AND AGREED TO BY:

Robyn Wrikeman (Seal)  
Signature -Lender  
New York Community Bank

Robyn Wrikeman - AVP Company  
NYID 3: 349276

\_\_\_\_  
Print Name and Title

03-03-15  
Date

\_\_\_\_ [Acknowledgment on Following Page] \_\_\_\_

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## BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of WILL

§  
§  
§

This instrument was acknowledged before me on Feb. 18, 2015, by **BARBARA OMALLEY AND JOHN WEST**

Identification provided: DRIVERS LICENSE

Number: W23007478757

Identification provided: DRIVERS LICENSE

Number: W 230 476 78027

(Seal)



Dennis Heatherly  
Notary Public, State of: \_\_\_\_\_  
My Commission Expires: May 3, 2016

## LENDER ACKNOWLEDGMENT

State of Ohio

County of Cuyahoga

§  
§  
§

The foregoing instrument was acknowledged before me on March 3, 2015 [date],

by **Robyn Wrikeman - AVP Company NMLS: 249276** of New York Community Bank a New York banking corporation, on behalf of the corporation.



**JOHN N. BOWDEN**  
Notary Public, State of Ohio  
Cuyahoga County  
My Commission Expires May 6, 2018

[Signature]  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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