

This Document Prepared By:
BRANDY MANGALINDAN
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
1610 E. SAINT ANDREW PL, SUITE B-150
SANTA ANA, CA 92705
1-866-874-5860

When recorded mail to: # 9312035
First American Title [Barcode] , LLC
Loss Mitigation Title Services 31932.1
P.O. Box 27670
Santa Ana, CA 92799
RE: MATMANIVONG - PROPERTY REP

Tax/Parcel No. 06-18-218-015-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$212,380.00

FHA\VA Case No.:FR1374794522703

Unpaid Principal Amount: \$198,693.83

Loan No: 6000016015

New Principal Amount \$190,620.81

New Money (Cap): \$30,686.19

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 9TH day of MARCH, 2015, between BOUNLAP MATMANIVONG AND, PRATHANA MATMANIVONG, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY ("Borrower") whose address is 1167 SEBRING DRIVE, ELGIN, ILLINOIS 60120 and CARRINGTON MORTGAGE SERVICES, LLC ("Lender"), whose address is 1610 E. SAINT ANDREW PL, SUITE B-150, SANTA ANA, CA 92705, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated APRIL 24, 2009 and recorded on MAY 6, 2009 in INSTRUMENT NO. 0912604026, of the OFFICIAL Records of COOK COUNTY, ILLINOIS, 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

1167 SEBRING DRIVE, ELGIN, ILLINOIS 60120

(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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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, **MARCH 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$190,620.81, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$30,686.19 and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
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 4.2500%, from **MARCH 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. \$ 937.74, beginning on the 1ST day of **APRIL, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.2500% will remain in effect until principal and interest are paid in full. If on **MARCH 1, 2045** (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. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. **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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.**
7. **Borrower agrees to make and execute other documents or papers as may be necessary 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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In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: **BOUNLAP MATMANIVONG**

03.13.15
Date

Prathana Matmanivong
Borrower: **PRATHANA MATMANIVONG**

03.13.15
Date

PRATHANA MATMANIVONG *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Borrower: _____

_____ Date

Borrower: _____

_____ Date

_____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

County of Cook

This instrument was acknowledged before me on March 13th, 2015 (date) by

BOUNLAP MATMANIVONG, PRATHANA MATMANIVONG (name/s of person/s acknowledged).

[Signature]

Notary Public

(Seal)

Printed Name: Mayte Bautista


My Commission expires: May 31st, 2017



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In Witness Whereof, the Lender has executed this Agreement.

CARRINGTON MORTGAGE SERVICES. LLC


 By ADEL ISSA (print name) 3-19-15 Date
 Vice President (title)
 _____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____
 County of _____
 On _____ before me Gill Pflader Notary Public,
 (Date) (here insert name and title of officer)

appeared ADEL ISSA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the company upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
 Signature of Notary Public

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 03/19/15 before me, Monica M Vela
(Here insert name and title of the officer)

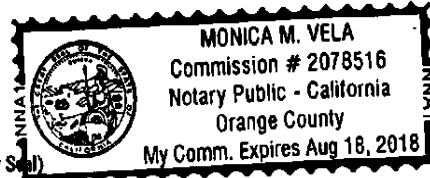
personally appeared Adel Issa

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Monica M. Vela
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary portion or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears with in his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ◊ Indicate title or type of attached document, number of pages and date.
 - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

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EXHIBIT A

BORROWER(S): BOUNLAP MATMANIVONG AND, PRATHANA MATMANIVONG, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY

LOAN NUMBER: 6000016015

LEGAL DESCRIPTION:

LOT 464 IN PARKWOOD UNIT NUMBER 5, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1974 AS DOCUMENT NO. 2775297, IN COOK COUNTY, ILLINOIS. SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS APPARENT OR OF RECORD; ALL APPLICABLE ZONING LAWS AND ORDINANCES.

ALSO KNOWN AS: 1167 SEEBLING DRIVE, ELGIN, ILLINOIS 60120

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Date: **MARCH 9, 2015**
Loan Number: **6000016015**
Lender: **CARRINGTON MORTGAGE SERVICES, LLC**

Borrower: **BOUNLAP MATMANIVONG, PRATHANA MATMANIVONG**

Property Address: **1167 SEBRING DRIVE, ELGIN, ILLINOIS 60120**

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.


Borrower _____ 03.13.15
BOUNLAP MATMANIVONG Date

Prathana matmanivong
Borrower _____ 03.13.15
PRATHANA MATMANIVONG Date
*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

UNOFFICIAL COPY

Date: **MARCH 9, 2015**
Loan Number: **6000016015**
Lender: **CARRINGTON MORTGAGE SERVICES, LLC**

Borrower: **BOUNLAP MATMANIVONG, PRATHANA MATMANIVONG**

Property Address: **1167 SEBRING DRIVE, ELGIN, ILLINOIS 60120**

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of **CARRINGTON MORTGAGE SERVICES, LLC**


(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.



BOUNLAP MATMANIVONG 03.13.15
Date



PRATHANA MATMANIVONG 03.13.15
Date

*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date

Date

Date

Date