After Recording Return To: Mortgage Services PO Box 5449 Mount Laurel, NJ 08054

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This Document Prepared By: PHH Mortgage Corporation PO Box 5449 Mount Laurel, N. 28054 Tuyet Tran, Specialist

Parcel ID Number: 07162000461005

[Space Above This Line For Recording Data] \_

Original Recording Date: May 25, 2308
Original Loan Amount: \$116,100.00
Loan No: 0045995362
Investor Loan No: 4005924483

Original Lender Name: AMCORE Bank, N.A.

New Money \$6,669.28

Prepared Date: December 23, 2014

#### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Increst Rate)

This Loan Modification Agreement ("Agreement"), made this 23rd day of December, 2014, between SYED R RAZA, MARRIED PERSON ("Borrower") and Fin Mortgage Corporation, whose address is 1 Mortgage Way, Mt. Laurel, NJ 08054 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") (and May 16, 2008 and recorded in Instrument No: 0814457032, 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

585 HERITAGE DRIVE #201, HOFFMAN ESTATES, IL 6016S, (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. (MERS) as nominee for AMCORE Bank, N.A. to PHH Mortgage Corporation recorded 12/07/11, Doc 1134108362.

\* 0 0 4 5 9 9 5 3 6 2 \* LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

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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 February 1, 2015, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S \$135,153.97, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2. \$26,478.97 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 Brance" and this amount is \$108,675.00. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.375%, from February 1, 2015. Borrower promises to make nouthly payments of principal and interest of U.S. \$479.86, beginning on the 1st day of March, 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 4.375% 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 February 1, 2055
- 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
- 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; nowever, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - 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

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

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under the Note; and

all terms and provisions of any adjustable rate rider, or other instrument or document that (b) 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.

- All the rights and remedies, stipulations, and conditions contained in the Security (a) 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.
- 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 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.
- Nothing in this Agreement shall be understood or construed to be a satisfaction or release (c) in whole or in part of the Note and Security Instrument
- All costs and expenses incurred by Lender in connection with this Agreement, including (d) 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.
- Borrower agrees to make and execute such other documents or papers as may be (e) 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.
- Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower **(f)** 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 Bor ower in obtaining a foreclosure prevention alternative, or otherwise provide support carrices related to Borrower's loan. For purposes of this section, Third Parties include a counceling 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

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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 [ ].

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 agreer ent, the unpaid principal balance of the original obligation secured by the existing security instrumer( is \$128,484.69. The principal balance secured by the existing security instrument as a result of this Agreement is \$135,153.97, which amount represents the excess of the unpaid principal balance of this original obligation

In Witness Whereof, the Lended 5.0 € I have executed this Agree	ement.	
a hop		(Seal)
SYED R RAZA -Borrower  [Space Below This Line For Acknowledge   Space Below This Line	owledgments]	
State of Illinois County of COOK	Ž-	
The foregoing instrument was acknowledged before me, a Nota	ary Public on	
(Signature of person taking acknowledgment)  My Commission Expires on	OFFICIAL SE'IL CHARLES REL'N Notary Public - State of line as My Commission Expires Jun 11, 2210	
Origination Company PHH Mortgage Corporation NMLSR ID 2726		9-4

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ANDREA KANODKA	AEST V.D.	
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SHLEY	ELIZABETH ANN LASHLEY NOTARY PUBLIC OF NEW JERSEY Mr. Commission Expires 9/26/2016	
SHLEY		
	ce Below This Line For Aurlington  (2) (5), before me,  ate, personally appeared  ANDREA KANOPKA, ASST.  me or proved to me on the decision of the method to the within instrument by their signature on the control of the method of the method to the	ANDREA KANOPKA, ASST. V.P  ce Below This Line For Acknowledgments]  urlington  by Selow This Line For Acknowledgments]  (please print name)  ate, personally appeared  ANDREA KANOPKA, ASST. V.P  me or proved to me on the basis of satisfactory evidence to be the period to the within instrument and acknowledged to me that they executed by their signature on the instrument, the individual, or the person up and, executed the instrument

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LOAN MODIFICATION AGREEMENT...Single Family...Fannie Mae Uniform Instrument

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LOAN # 0045995362

**EXHIBIT A** 

#### LEGAL DESCRIPTION:

UNICE PHI TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN STLEPLS HILL CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS CYCUMENT NO. 25288100, AS AMENDED, IN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NJP 1"4, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.