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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/24/2015 03:58 PM Pg: 1 of 5

This Document Prepared By:  
NATIONSTAR MORTGAGE LLC  
8950 CYPRESS WATERS BLVD  
COPPELL, TX 75019  
Heath Harris

Parcel ID Number:  
16-05-230-005-0000

[Space Above This Line For Recording Data]  
Original Recording Date: January 20, 2009 Loan No: 606479970  
Original Loan Amount: \$167,785.00 FHA Case Number: 137-451169-2-703  
New Money: \$0.00



## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this 6th day of December, 2013, between **PHYLLIS PEARSON and JEROME PEARSON** whose address is **1245 N WALLER AVE, CHICAGO, IL 60651** ("Borrower") and **NATIONSTAR MORTGAGE LLC** which is organized and existing under the laws of **The United States of America**, and whose address is **8950 CYPRESS WATERS BLVD, COPPELL, TX 75019** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **December 31, 2008** and recorded in **Book/Liber N/A**, Instrument No: **0902035157**, 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

**1245 N WALLER AVE, CHICAGO, IL 60651,**  
(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):



\* 6 0 6 4 7 9 9 7 0 Y \*  
HUD MODIFICATION AGREEMENT  
8300h 11/12



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1. As of **January 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$157,527.55**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest 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 **4.625%**, from **January 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$809.91**, beginning on the **1st** day of **February, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **January 1, 2044** (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; 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) above.
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



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HUD MODIFICATION AGREEMENT  
8300h 11/12



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(page 2 of 4)

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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.

*Phyllis Pearson*  
 PHYLIS PEARSON -Borrower \_\_\_\_\_ (Seal)

*Jerome Pearson*  
 JEROME PEARSON -Borrower \_\_\_\_\_ (Seal)

\_\_\_\_\_ [Space Below This Line For Acknowledgments] \_\_\_\_\_

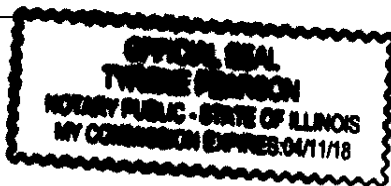
State of Illinois

County of COOK

The foregoing instrument was acknowledged before me, a Notary Public on  
3-17-2015 by PHYLIS PEARSON and JEROME PEARSON.

*Jerome Pearson*  
 \_\_\_\_\_  
 (Signature of person taking acknowledgment)

My Commission Expires on \_\_\_\_\_



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 HUD MODIFICATION AGREEMENT  
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NATIONSTAR MORTGAGE LLC

By: Azra Halifa (Seal) - Lender  
Name: Azra Halifa  
Title: Assistant Secretary

Date of Lender's Signature 3/24/15

[Space Below This Line For Acknowledgments]

The State of TX

County of Dallas Notary Public

Before me Erica White (name/title of officer) on this day personally appeared Azra Halifa, 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.

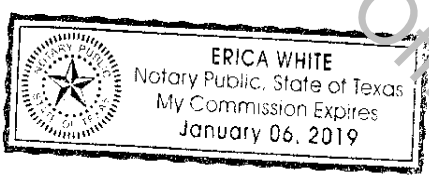
Given under my hand and seal of office this 24<sup>th</sup> day of March, A.D., 2015

Erica White  
Signature of Officer

Notary Public

Title of Officer

My Commission expires : 1/06/19



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## Exhibit "A"

Loan Number: 606479970

Property Address: 1215 N WALLER AVE, CHICAGO, IL 60651

**Legal Description:**

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN COOK COUNTY, STATE OF ILLINOIS:  
THE SOUTH 33 FEET OF THE NORTH 66 FEET OF LOT 19 IN TODDS SUBDIVISION OF THE  
SOUTH 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 39  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

Property of Cook County Clerk's Office



Exhibit A Legal Description Attachment 11/12

