

UNOFFICIAL COPY



1511815050

Doc#: 1511815050 Fee: \$52.25

RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 04/28/2015 03:01 PM Pg: 1 of 7

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  
Tuyet Tran, Specialist

Parcel ID Number: 20233050090000

[Space Above This Line For Recording Data]

Original Recording Date: November 01, 2012

Loan No: 7125132840

Original Loan Amount: \$135,500.00

FHA/VA Case Number: 137-6813834-703

Original Lender Name: PHH Home Loans, LLC dba

MIN Number: 100187571251328400

Coldwell Banker Home Loans

New Money: \$4,491.04

Prepared Date: December 22, 2014

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this 22nd day of December, 2014, between **CHARLES TAYLOR, AN UNMARRIED MAN** whose address is **857 E 167TH PL, SOUTH HOLLAND, IL 60473** ("Borrower") and **PHH Mortgage Corporation as Successor in Interest to PHH Home Loans, LLC dba Coldwell Banker Home Loans** which is organized and existing under the laws of **New Jersey**, and whose address is **1 Mortgage Way, Mt. Laurel, NJ 08054** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **July 25, 2012** and recorded in **Instrument No: 1230610020**, of the **Official Records (Name of Record)** 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

**857 EAST 167TH PLACE, SOUTH HOLLAND, IL 60473,**

(Property Address)

the real property described being set forth as follows:



\* 7 1 2 5 1 3 2 8 4 0 \*

HUD MODIFICATION AGREEMENT

Loan No: 7125132840

8300h 01/14



\* 5 1 5 2 0 + 1 4 \*

(page 1 of 6)

S  
P  
S  
M  
SC  
E  
INT

# UNOFFICIAL COPY

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):

1. As of **December 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$133,716.32**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$1,193.24** 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 **3.700%**, from **December 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$615.47**, beginning on the **1st** day of **January, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **December 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)



★ 7 1 2 5 1 3 2 8 4 0 ★

HUD MODIFICATION AGREEMENT

Loan No: 7125132840

8300h 01/14



★ 5 1 5 2 0 + 1 4 ★

(page 2 of 6)

# UNOFFICIAL COPY

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 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.
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 \$129,225.26. The principal balance secured by the existing security instrument as a result of this Agreement is \$133,716.32, which amount represents the excess of the unpaid principal balance of this original obligation.



★ 7 1 2 5 1 3 2 8 4 0 ★

HUD MODIFICATION AGREEMENT

**Loan No: 7125132840**

8300h 01/14



★ 5 1 5 2 0 + 1 4 ★

(page 3 of 6)

## UNOFFICIAL COPY

Charles Taylor (Seal)  
 CHARLES TAYLOR -Borrower

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

State of Illinois

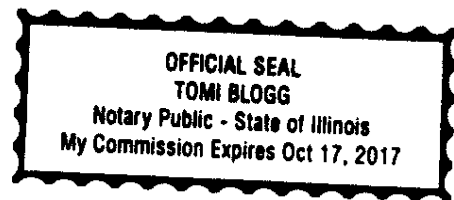
County of Cook

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

December 27, 2014 by CHARLES TAYLOR.

Joni Blogg  
 (Signature of person taking acknowledgment)

My Commission Expires on 10-17-17



Origination Company: PHH Mortgage Corporation as Successor in Interest to PHH Home Loans,  
 LLC dba Coldwell Banker Home Loans  
 NMLSR ID: 2726



★ 7 1 2 5 1 3 2 8 4 0 ★

HUD MODIFICATION AGREEMENT

Loan No: 7125132840

8300h 01/14



★ 5 1 5 2 0 + 1 4 ★

(page 4 of 6)

## UNOFFICIAL COPY

PHH Mortgage Corporation as Successor in Interest to PHH Home Loans, LLC dba Coldwell  
Banker Home Loans

By: \_\_\_\_\_ (Seal) - Lender  
Name: \_\_\_\_\_  
Title: **JOSHUA DAWSON, ASST. V.P.**

1-29-15  
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On Jan 29, 2015, before me, **TUYET THI-BACH TRAN**  
(please print name)

a Notary Public in and for said State, personally appeared

**JOSHUA DAWSON, ASST. V.P.**

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.

Notary Public

**TUYET THI-BACH TRAN**

Notary Public of New Jersey

My Commission expires: 3-13-19

Tuyet Thi-Bach Tran  
Notary Public, New Jersey  
My Commission Expires 3-13-19



★ 7 1 2 5 1 3 2 8 4 0 ★

HUD MODIFICATION AGREEMENT

Loan No: 7125132840

8300h 01/14



★ 5 1 5 2 0 + 1 4 ★

(page 5 of 6)

## UNOFFICIAL COPY

*Elizabeth Ann Lashley*  
Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title:

**ELIZABETH ANN LASHLEY**  
Name

**ASSISTANT SECRETARY**  
Title

Date of Signature: 1-29-15  
[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington SS.:

I CERTIFY that on 1-29-15

**ELIZABETH ANN LASHLEY**

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;  
(b) was authorized to and did execute this instrument as **ASSISTANT SECRETARY**

of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** the entity named in this instrument; and;

- (c) executed this instrument as the act of the entity named in this instrument.

*Tuyet Thi-Bach Tran*  
(Print name and title below signature)

Tuyet Thi-Bach Tran  
Notary Public, New Jersey  
My Commission Expires 3-13-18

1-29-15 **TUYET THI-BACH TRAN**  
Date



\* 7 1 2 5 1 3 2 8 4 0 \*

HUD MODIFICATION AGREEMENT

Loan No: 7125132840

8300h 01/14



\* 5 1 5 2 0 + 1 4 \*

(page 6 of 6)

# UNOFFICIAL COPY

LOAN # 7125132840

EXHIBIT A

LOT 5 IN CHAPMAN'S 3<sup>RD</sup> ADDITION TO TULIP TERRACE, BEING A SUBDIVISION OF PART OF LOT 3 IN K. DALENBERG'S SUBDIVISION IN THE NORTH PART OF THE SOUTHWEST  $\frac{1}{4}$  AND OF THE WEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s): 29-23-305-009

- For informational purposes only, the subject parcel is commonly known as:

857 East 167th Place, South Holland, IL 60473