After Recording Peturn To:

PERFORMANCE T(TL E, LLC. 13131 HWY 603, STF 301 BAY SAINT LOUIS, MS. 25520 RPMMG-IL-78153

Prepared By:

RUTH RUHL, P.C. 12700 Park Central Drive, Suite 850 Dallas, Texas 75251

Loan No.: 1001367083

#### LOAN MODIFICATION AGREEMENT

(Providing for Principal Forg veness)

This Loan Modification Agreement ("Modification"), is effective May 4th, 2015 Hugo Villanueva, an unmarried man and Enrique Villanueva, a married man manifed to Noemi G. Pantoja, whose ("Borrower/Grantor") and address is 8618 New England Avenue, Burbank, Illinois 60459 Queen's Park Oval Asset Holding Trust by: RoundPoint Mortgage Servicing Corporation as its attorney-in-fact ("Lender/Grantee"), whose address is 5016 Parkway Plaza Blvd. Suite 200, Charlotte, North Carolina 28217 and amends and supplements (1) the Note (the "Note") made by the Borrower, dated May 30th 2003 , in the original principal sum of U.S. \$ 290,890.00 , and (2) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), recorded on June 8th, 2008 , in Book/Liber N/A , Official Records of Cook County, Illinois Instrument No. 0815857036 The Security Instrument, which was entered into as security for the performance of the Note, encumbers the cal and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 8618 New England Avenue, Burbank, Illinois 60459

1516708311 Page: 2 of 6

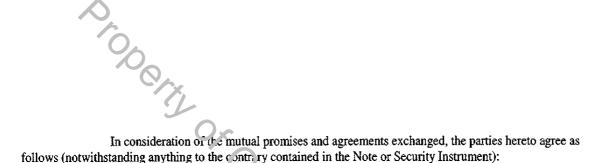
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Loan No.: 1001367083

That real property is described as follows:

THE SOUTH 75 FEET 6 INCHES OF THE NORTH 302 FEET OF LOT 263 IN FREDERICK H. BARTLETT'S SECOND ADDITION TO FREDERICK H. BARTLETT'S 79TH STREET ACRES, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID: 19-31-321-006-0000



1. Modification Terms. As of May 1st, 2015, (the "Modification Effective Date"), the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 358,248.16, consisting of all amounts and arrearages that are part due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances, late charges, and other costs, collectively "Unpaid Amounts") less Principal in the amount of U.S. \$40,461.70, which has oven forgiven (the "Principal Forgiveness"). The new amount payable under the Note and the Security Instruments is U.S. \$317,786.46 (the "New Principal Balance").

Interest at the rate of 4.375% will begin to accrue on the New Principal Balance as of May 1st, 2015 and the first new monthly principal and interest payment on the Now Principal Balance will be due on June 1st, 2015.

The monthly principal and interest payment schedule for the monified Loan is as follows:

| Months | Interest Rate | Interest Rate<br>Change Date | Monthly Principal<br>and<br>Interest Payment<br>Amount | Payment<br>Begins On | Number of Nonthly Payments |
|--------|---------------|------------------------------|--|----------------------|----------------------------|
| 1-14   | 4.375%        | 05/01/2015                   | \$1,414.28   | 06/01/2015           | 7.4                        |
| 15-26  | 5.375%        | 07/01/2016                   | \$1,617.79   | 08/01/2016           | [2]                        |
| 27-38  | 6.375%        | 07/01/2017                   | \$1,828.99   | 08/01/2017           | 12                         |
| 39-350 | 6.500%        | 07/01/2018                   | \$1,855.68   | 08/01/2018           | 312                        |
| N/A    | N/A           | N/A                          | \$N/A  | N/A                  | N/A                        |
| N/A    | N/A           | N/A                          | \$N/A  | N/A                  | N/A                        |

The new Maturity Date will be: July 1st, 2044.

The above terms in this paragraph 1. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

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Loan No.: 1001367083

Borrower understands and acknowledges that, if Borrower has a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for the modified loan will be the minimum payment that will be due each month for the remaining term of the loan. Borrower further understands and acknowledges that the modified loan will not have a negative amortization feature that would allow the Borrower to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

2. Property Transfer/Sale. 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 valuen 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 remedier permitted by the Security Instrument without further notice or demand on Borrower.

- 3. Covenants/Agreements/Requirements. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the 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 specified date 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 r ate 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); bove;
  - 4. Miscellaneous Provisions. 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 small also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note ar '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 coligated 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.
- (f) That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.

## **UNOFFICIAL COPY**

Loan No.: 1001367083

| (g)               | Borrower will cooperate fully with Lender in obtaining any title endorsement(s), or similar title       |
|-------------------|---|
| insurance produ   | ct(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to   |
| ensure that the   | nodified mortgage loan is in first lien position and/or is fully enforceable upon modification and that |
| if, under any cit | cumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not     |
| receive such titl | e endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this  |
| Agreement will    | not become effective on the Modification Effective Date and the Agreement will be null and void.        |

(h) Borrower agrees that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby index.m.if. is Borrower against any loss associated with a demand on the original note. All documents the Lender requests of Rorrower under this paragraph 4 (h) shall be referred to as "Documents." Borrower agrees to deliver the Documents within ten (10) days after Borrower receives Lender's written request for such replacement.

|  |                      | uph 4 (h) shall be referred to as "Documents." Borrower<br>or Borrower receives Lender's written request for such r |                   |
|--|----------------------|---|-------------------|
|  |                      | ig until it is fully executed by the Borrower and the Lend  |                   |
| [To be signed by all Borrow<br>Instrument].              | vers, endorsers, gua | rantors, sureties, and other parties signing the Note or S  | ecurity           |
| 05/21/15   | Ox                   | Hus Villoueva   | (Seal)            |
| Date   |                      | Hugo Villanueya 1   | - <b>Во</b> поwел |
| 5/21/2015  | _                    | Ling Fill   | (Seal)            |
| Date / /   |                      | Énrique Villanueva  | -Borrower         |
| 05/21/201  | <b>6</b>             | Mym a Partie  | (Seal)            |
| Date   |                      | rvier ii G. Pantoja, signing solely to  | -Borrower         |
|  |                      | acknowledge this Agreement, but not to inc  |                   |
|  |                      | any personal liability for the debt   | (Seal)            |
| Date   |                      |   | -Borrowe          |
|  | BORROW               | ER ACKNOWLEDGMENT   |                   |
| State of Illinois  | <b>§</b>             | C/T/  |                   |
| G  | §                    | T'_   |                   |
| County of Cook   | §                    | . 0   |                   |
| On this 21 day of  | MAT                  | , before me, [name of notary], a Notary Public in and for saids   | î de              |
| personally appeared Hugo                                 | Villanueva and En    | rique Villanueva and Noemi G. Pantoja   | 6                 |
|  |                      | to be the person who executed the within instrument, at   | nd O              |
| acknowledged to me that he                               | /sne/they executed   | the same for the purpose therein stated.  |                   |
| (Seal)   |                      |   |                   |
| ,  |                      | Notary Signature  |                   |
| <b>*****</b> *******************************             | (                    | SHAUN CASARU  |                   |
| Official Seal  | ~~~ <u>*</u>         | Type or Print Name of Notary  |                   |
| Shaun Castro   | <b>.</b>             | Notary Public, State of TC  |                   |
| Notary Public State of Illi<br>My Commission Expires 08/ | nois                 | rotary rubic, state or  |                   |
| ***************************************                  | 10/20/10 S           | My Commission Expires: 8/10/2   | w 8               |
| II I INOTE LOAN MODIFICAT                                | TON A CONTRACTOR     |   | Page 4 of         |
| THE RESIDENCE OF A PARTY OF THE PROPERTY AND             |                      |   | FREE ALOF         |

1516708311 Page: 5 of 6

### **UNOFFICIAL COPY**

Loan No.: 1001367083 6-10-2815 Queen's Park Oval Asset Holding Trust -Date by: RoundPoint Mortgage Servicing -Lender Corporation as its attorney-in-fact By: Thank full Its: Portfolio Manager OrCo LENDER ACKNOV/LEDGMENT State of North Carolina County of Mecklenburg , before me. [name of notary], a Notary Public in and for said state, HAME personally appeared tennell , Portfolio Manager [name of officer or agent, title of officer or agent] of Queen's Park Oval Asset Holding Trust by: RoundPoint Mortgage Servicing Corporation as its attorney-in-fact , [name of entity] known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me that he/she/they executed the same for the purpose therein stated. (Seal) DIANE F. CAMP Public, North Carolina Type or Print Name of Notary Gaston County Notary Public, State of My Commission Expires:

1516708311 Page: 6 of 6

# **UNOFFICIAL COPY**

Loan No.: 1001367083

BALLOON ADDENDUM

#### **BALLOON ADDENDUM**

| undersigned (the "Borrower") which modifies Borrow<br>Asset Holding Trust by: RoundPoint Mortgage Servicin           | Modification Agreement of the same date, given by the er's Note and Security Instrument to Queen's Park Oval |
|--|--|
| and covers the Property located at:  |  |
| ACCOUNT TO LAKE  | D 1 1 7111 1 60 450  |
|  | nue, Burbank, Illinois 60459   |
| [Proper  | ty Address]  |
| In addition to the agreements made in the Los  | an Modification Agreement, Borrower and Lender further   |
| agree as follows:  | in Woodheadon Agreement, Dollower and Dender further   |
| agree as follows.  |  |
|  |  |
| "THIS LOAN MUST EITHER BZ PAID IN FULL A LEVEL FIXED RATE OVER THE LXTENDED REENTIRE PRINCIPAL BALANCE OF THE LOAN A | MAINING TERM. YOU MUST REPAY THE<br>ND UNPAID INTEREST THEN DUE IF YOU DO                                    |
| NOT QUALIFY. THE LENDER IS UNDER NO OB   |  |
| WILL, THEREFORE, BE REQUIRED TO MAKE P   |  |
| THIS LOAN WITH, WILLING TO LEND YOU THI  | NDER, WHICH MAY BE THE LENDER YOU HAVE   |
| MATURITY, YOU MAY HAVE TO PAY SOME OF  |  |
| ASSOCIATED WITH A NEW LOAN EVEN IF YOU   |  |
| LENDER."   | O JIMAN REFINANCING PROM THE SAME  |
| DELIBER  | 46   |
| By signing below, Borrower accepts and agrees  | to the terms and covenants contained herein  |
| by engining outers, bottomer accepts and agrees  | to the total and to volume contained noton.  |
|  |  |
| Queen's Park Oval Asset Holding Trust by: (Seal)   | Hugo V Romera (Seal)   |
| RoundPoint Mortgage Servicing Corporation as -Lender   | Hugo illanuev -Borrower  |
| its attorney-in-fact   | 10   |
|  |  |
|  | long (Seal)  |
|  | Enrique Villanueva Borrower  |
|  |  |
|  | 4  |
| By: Neutr Finell   |  |
| By: New fines  | Marie Con Paule pt (Seal)  |
|  | Noemi G. Pantoja, signing solely to -Borrower  |
|  | acknowledge this Agreement, but not to   |
|  | incur any personal liability for the debt  |
|  |  |
| Its: Portfolio Manager   | (Seal)   |
| A OLDIO INGLIGAÇOI   | -Borrower  |
|  | -Dontower  |
|  |  |
|  |  |
|  |  |

Page 1 of 1