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Doc#: 1526008175 Fee: \$90.00

Karen A. Yarbrough

GS Cook County Recorder of Deeds

Service Date: 09/17/2015 01:18 PM Pg: 1 of 7

Requested By and  
When Recorded Return To:  
Loan Modification Solutions  
3220 El Camino Real  
Irvine, CA 92602  
(800) 323-0165

This document was prepared by: Caliber Home Loans, Inc.

Date document prepared: 07/21/2015

After recording please return to: Caliber Home Loans, Inc.  
13801 Wireless Way  
Oklahoma City, Oklahoma 73134

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.  
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND  
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE  
THE SECURITY INSTRUMENT IS RECORDED.

## LOAN MODIFICATION AGREEMENT

150176607  
This Loan Modification Agreement ("Modification"), is effective August 1, 2015, between JOZEF DUNAJCZAN, ZOFIA DUNAJCZAN ("Borrower") and Caliber Home Loans, Inc. ("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated May 19, 2010, in the original principal sum of U.S. \$157,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on 08/28/2010, as Document No. 1015911093 in Book of Liber N/A, at page(s) N/A, of Cook County Records of Illinois. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 7703 LAWLER AVE BURBANK, IL 60459. That real property is described as follows:

SEE EXHIBIT A  
The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower  is,  is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$5,028.37, have been added to the indebtedness under the terms of the Note and Security Instrument. As of July 21, 2015, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$125,023.26.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.500%, beginning July 1, 2015. The Borrower promises to make monthly payments of principal and interest of U.S. \$790.96, beginning on August 1, 2015, and continuing thereafter on the same day of each succeeding month. If on July 1, 2035 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at Caliber Home Loans, Inc. 13801 Wireless Way Oklahoma City, Oklahoma 73134 or at such other place as the Lender may require.
4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and the Security Instrument,

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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 the Borrower is obligated to make under the Security Instrument.

5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.
- ~~1~~ Family Rider – Assignment of Rents
  - Modification Due on Transfer Rider
  - Bankruptcy Rider
  - Other Rider

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## Modification Due on Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective August 01, 2015, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by JOZEF DUNAJCZAN, ZOFIA DUNAJCZAN (the "Borrower") and Caliber Home Loans, Inc. (the "Lender") covering the Property described in the Loan Modification Agreement located at:  
7703 LAWLER AVE  
BURBANK, IL 60459

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment-in-full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

- B. Except as otherwise specifically provided in this Modification Due on Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

7/29/15  
Date

JOZEF DUNAJCZAN -Seal  
Borrower

7/29/15  
Date

ZOFIA DUNAJCZAN -Seal  
Borrower

8-5-15  
Date

By: Kendal Brown  
Caliber Home Loans, Inc.

GSE Loan Number: 640586570

Servicer Loan Number: 00009801316390

**Kendal Brown**  
Caliber  
Loss Mitigation AVP

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[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

7/29/15  
Date

*Josef Dunajczan*  
JOSEF DUNAJCZAN -Seal Borrower

7/29/15  
Date

*Zofia Dunajczan*  
ZOFIA DUNAJCZAN -Seal Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
-Seal Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
-Seal Borrower

8-5-15  
Date

By: *Kendal Brown*  
Caliber Home Loans, Inc.

GSE Loan Number: 640586570

**Kendal Brown**  
Caliber  
Loss Mitigation AVP

Servicer Loan Number: 00009801316390

[Space below this line for acknowledgement in accordance with laws of jurisdiction]

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State of Illinois  
County of Cook

### ACKNOWLEDGEMENT

Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior/after the notary date.

This record was acknowledged before me on 29th of July 2015 (Date) by Josef Dunajman & Zofie Dunajman (Printed Name (s) of individual (s) signing document who proved to me on the basis of satisfactory evidence to be the person (s) who appeared before me. (revised 12/29/14)

Personally Known  
Or  
 Production Identification

Type and # of ID (last 4 digits) Josef (7074); Zofie (7390)  
ID Expiration Date Ex 03/15-2019 Ex 5/15/2019

Notary Public Print Name MARIA STYRCZULA

Maria Styrzula

Signature

( Seal )



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State of Oklahoma

County of Oklahoma

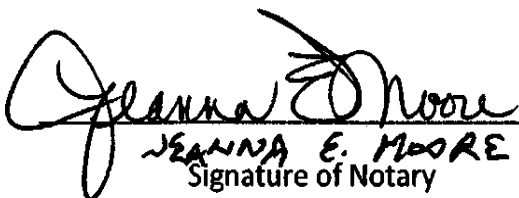
A notary public or other officer completing this certificate verifies only the identity of the individual who signs the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

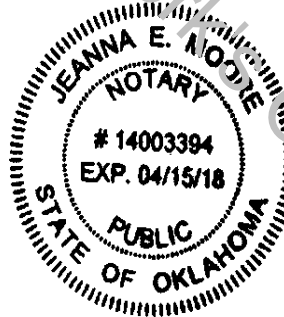
On 08/5/2015 before me, Jeanna E Moore, Notary Public  
Date Name and Title of Order (e.g. "Jane Doe, Notary Public")

Personally appeared KENDAL BROWN – LOSS MITIGATION AVP 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 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.

  
\_\_\_\_\_  
JEANNA E. MOORE  
Signature of Notary



Borrower(s) and notary must sign all document on the same day. Borrower (s) cannot sign any other documents prior/after the notary date. (revised 12/29/14)

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## EXHIBIT A

LOTS 39 AND 40 IN BLOCK 4 IN F.H. BARTLETT'S THIRD ADDITION TO GREATER 79TH STREET  
SUBDIVISION BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF THE  
SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION  
28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS  
APN #: 19-28-411-001-5000

Property of Cook County Clerk's Office