UNOFFICIAL COPY

Prepared By: Sean Geiss Caliber Home Loans, Inc. 13801 Wireless Way Oklahoma City, Oklahoma 73134

Recording Requested By and When Recorded Return To: ServiceLink Loan Modification Solutions 3220 El Camino Real Irvine, CA 72602 (800) 323-0165

Loan No.: 9801216806

Order No.: 150176661

APN: 19-30-405-036

Karen A. Yarbrough
Cook County Recorder of Deeds

Doc#. 1528657464 Fee: \$62.00

Cook County Recorder of Deeds
Date: 10/13/2015 12:55 PM Pg: 1 of 8

Loan Modification Agreement

1528657464 Page: 2 of 8

UNOFFICIAL COPY

GSE Loan Number: 445855363

Servicer Loan Number: 00009801216806

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

Date document prepared: 07/22/2015

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

150176666

This Loan Modification Accement ("Modification"), is effective August 1, 2015, between JORGE ROMO ("Borrower") and Calibe. Home Loans, Inc. ("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower dated May 25, 2007, in the original principal sum of U.S \$191,750.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on 7/10/2007 as Document No. 0719147168 in Book of Liber N/A, at page(s) N/A, of the 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 776 J NAGLE AVE BURBANK, IL 60459. That real property is described as follows:

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 the 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 \$25,770.79, have been added to the indebtedness under the terms of the Note and Security Instrument. As of July 22, 2015, the amount, including such amounts which have been added to the indebtedness (if any), payable under the 13r te and Security Instrument (the "Unpaid Principal Balance") is U.S. \$231,740.23.
- 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 4.000%, beginning July 1, 2015. The Borrower promises to make monthly payments of principal and interest of U.S. \$746.98, beginning on August 1, 2015, and continuing thereafter on the same day of each succeeding month. If on July 1, 2055 (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,

1528657464 Page: 3 of 8

UNOFFICIAL COPY

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.

Cook County Clark's Office

- 1-4 Family Rider Assignment of Rents
- ☑ Modification Due on Transfer Rider
- ☐ Bankruptcy Rider
- □ Other Rider

1528657464 Page: 4 of 8

UNOFFICIAL CO

BALLOON PAYMENT DISCLOSURE

This Modification Agreement defers certain amounts, which creates a balloon that will be collected by the Servicer at the earlier of payment in full of the Note or the maturity date. Because these amounts are not included in your regular scheduled payments, even if you make all payments required by this agreement, the loan will not be paid in full at maturity. You therefore may be required to pay the entire outstanding balance in a single payment at the loan maturity date. Neither the Servicer nor Lender has any obligation to refinance or to offer you a new loan at maturity. You may have to seek new third-party financing and incur other additional financing costs at the time the balloon becomes due.

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

<u>08-31-2015</u> Date	JORGE ROMO	-Seal Borrower
Date		-Seal Borrower
Date	7	-Seal Borrower
Date		-Seal Borrower
8.28./S Date	By: Caliber Home Loans Inc.	
GSE Loan Number: 445855363	Sean Geiss Caliber	

Servicer Loan Number: 00009801216806

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

Loss Miligation Manager

1528657464 Page: 5 of 8

UNOFFICIAL COPY

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 JORGE ROMO (the "Borrower") and Caliber Home Loans, Inc. (the "Lender") covering the Property described in the Loan Modification Agreement located at: 7760 NAGLE 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:

fransfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property of 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 'univer notice or demand on Borrower.

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

Date

Seal Borrower

S-28.15

Date

By: Calliber Home Loans, Inc.

GSE Loan Number: 445855363

Servicer Loan Number: 00009801216806

Sean Geiss
Caliber
Loss Mitigation Manager

528657464 Page: 6 of 8

UNOFFICIAL COPY

State of I
County of
ACKNOW ED GEMENT
Borrower(s) and notary must sign <u>all</u> documents on the same day. Borrower(s) cannot sign any other documents prior/ance the notary date.
This record was acknowledged before me on
OF TO TO COCCA Plinted Name (s) of individual (a) starting a
Production to the pasts of split actory evidence to be the person (s) who enperted before
1, 51, 50, 24,
Personally Known Or
Y Production Identification
0.000
Type and # of ID (last 4 digits) 8338
ID Expiration Date 7-18-1,7
Notary Public Print Name Yorginia Alega ad.
Viscousia Alandanii
- Textorial sparkace
Signature
VIRGINIA ALSAGLADI OFFICIAL SEAL
(Seal) Notary Public, State of Illinois)
My Commission Expires March 17, 2019

1528657464 Page: 7 of 8

UNOFFICIAL COPY

State of Oklahoma

County of Ckinhoma

On the <u>28TH</u> day of <u>AUGUST</u> in the year <u>2015</u> before me, the undersigned, a Notary Public in and for the said state, personally appeared <u>SEAN GEISS-LOSS MITIGATION MANAGER</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is care) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the inciv dual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Signature

Printed Name: Jeanna & Moore, Notary

Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior or after the notary date. (Revised 8/27/14)

STAMP SEAL BELOW





1528657464 Page: 8 of 8

UNOFFICIAL COPY

. Law Title Insurance Agency Inc.-Naperville
Oswego Title Department: One Merchants Drive, Suite 301, Oswego, IL 60543
Phone (630) 897-7549 Fax (630) 897-8574
Authorized Agent For: Law Title Insurance Company, Inc.

SCHEDULE A-1: PROPERTY DESCRIPTION

Commitment Number: WE-800468W

The land referred to in this Commitment is described as follows:

LOT 16 IN BLOCK 20 IN F.H. BARTLETT'S FIRST ADDITION TO GREATER 79TH STREET SUBDIVISION, BEING A SUSDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

FOR INFORMATION CNLT: 19-30-405-036

7760 SOUTH NAGLE, BURBANK, IL 60459

PLEASE NOTE: THE PROPERTY ADDRESS AND ZIP CODE ARE PROVIDED FOR CONVENIENCE ONLY AND ARE NOT INSURED.