Doc#. 1532049306 Fee: \$58.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 11/16/2015 01:02 PM Pg: 1 of 6

This Document Prepared By: **BRANDY MANGALINDAN** CARRINGTON MORTGAGE SERVICES, LLC CARRINGTON DOCUMENT SERVICES 1600 SOUTH DOUGLASS ROAD, SUITE 200A ANAHEIM, CA 92806 1-866-874-5860

When Recorded Mail To:

CARRINGTON MORTGAGE SERVICES, LLC CARRINGTON DOCUMENT SERVICES 1600 SOUTH DOUGLASS ROAD, SUITE 200A ANAHEIM, CA 92806

Tax/Parcel #: 24-24-417-005-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$270,497.00 Unpaid Principal Amount: \$251,550.25 New Principal Amount \$261,022.42

New Money (Cap): \$9,472.17

FHA/VA/RHS Case No.:FR1374441250703 Loan No: 6000009384

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 26TH day of CCTOBER, 2015, between CHAUNCY O'NEAL AND, CHELITA O'NEAL HUSBAND AND WIFE, NOT AS JOINT TENANTS, NOT AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETIES ("Borrower"), whose address is 2551 WEST 118TH PLACE, CHICAGO, ILLINOIS 65655 and CARRINGTON MORTGAGE SERVICES, LLC ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated NOVEMBER 13, 2008 and recorded on NOVEMBER 24, 2008 in INSTRUMENT NO. 0832911031, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$270,497.00, 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

2551 WEST 118TH PLACE, CHICAGO, ILLINOIS 60655

the real property described is located in COOK COUNTY, ILLINOIS and 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):

- 1. As of, NCVEMBER 1, 2015 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Lal Ince") is U.S. \$261,022.42, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized in terest in the amount of U.S. \$9,472.17 and other amounts capitalized, which is limited to escrows and any 124 al fees and related foreclosure costs that may have been accrued for work completed.
- 2. Borrower promises to ray 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 4.2500%, from NOVEMBER 1, 2015. The Borrower promises to locke monthly payments of principal and interest of U.S. \$1,284.08, plus property taxes, hazard insurance, and any other permissible escrow items of U.S. \$416.11, beginning on the 1ST day of DECEMBER, 2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full If on NOVEMBER 1, 2045 (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in foll of all sums secured by this Security Instrument.
 - If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any temedies permitted by this Security Instrument without further notice or demand on the Borrower.
- 4. The 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 the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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 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 nd cors, execu.

 Columnia Clark's Office 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.

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In Witness Whereof, I have executed this Agreement.	
1 AM	10/31/2010
BOTTOWET: CHAUNCY O'NEAL *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt	Date
Chilite (Nel	10-31-15
Borrower: CHELITA O'NEAL	Date
Borrower:	Date
Borrower: [Space Below This Line for Acknowledgments]	Date
BORROWER ACKNOWLEDGMENT	
State of ILLINOIS	
County of Cook	
This instrument was acknowledged l efor ; me on Oclober 31, 20)1 <u>5</u> (date) by
CHAUNCY O'NEAL, CHELITA O'NEAL (name/s of person/s acknowledged).	
The state of the s	
Notary Public (Seal)	
Printed Name: M. M. A. Andlason	
My Commission/expires:	
12/01/7017	~~~ 3
"OFFICIAL SEAL" Kim A Angerson	}
Notary Public, Set a of Illino	is \$
My Commission Expires 12/1/	2017
0.	
	U ₁ C ₂
	Office

In Witness Whereof, the Lender have executed this Agreement. CARRINGTON MORTGAGE SERVICES, LLC 11/5/5 Date By ADEL ISSA (print name) Vice President (title) [Space Below This Line for Acknowledgments] LENDER ACKNOWLEDGMENT A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of County of he fore me, Sandra magana (here insert name and title of officer) appeared ADEL ISSA, 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 the company upon behalf of which the person(s) and executed the instrument. I certify under PENALTY OF PERJURY under the laws of true State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. ANADAM ARGANA Commissi x, // 2099694 Signature Notary Public - Cziffornia Signature of Notary Public Orange Cour ty Comm. Expires Feb 10, 2019

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EXHIBIT A

BORROWER(S): CHAUNCY O'NEAL AND, CHELITA O'NEAL HUSBAND AND WIFE, NOT AS JOINT TENANTS, NOT AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETIES

LOAN NUMBER: 6000009384

LEGAL DESCRIPTION:

THE LAND REFERRED TO IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CALCAGO, AND DESCRIBED AS FOLLOWS:

LOT 5 IN BLOCK 20 IN HAROLD J. MCELHINNY'S 1ST ADDITION TO SOUTHTOWN, A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE BALTIMORE AND OHIO CHICAGO TERMINAL TRANSFER COMPANY IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 2551 WE37 118TH PLACE, CHICAGO, ILLINOIS 60655