

# UNOFFICIAL COPY

Doc#: 1532155013 Fee: \$68.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/17/2015 09:02 AM Pg: 1 of 11

**After Recording Return To:**

Ocwen Loan Servicing, LLC  
Attn: HAMP Modifications  
P.O. Box 24737  
West Palm Beach, FL 33416  
Investor #: 12374

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_

## LOAN MODIFICATION AGREEMENT

Property of Cook County Clerk's Office

Servicer:	Ocwen Loan Servicing, LLC
Original Mortgagor / Maker:	WALTER WINTERS AND DIANE WINTERS
Marital Status:	MARRIED
Original Mortgagee / Payee:	GMAC MORTGAGE CORPORATION
Original Amount:	\$ 136,150.00
Original Mortgage Date:	NOVEMBER 06, 1998
Date Recorded:	DECEMBER 02, 1998
Reel / Book:	3645 Page / Liber: 0103
CRFN / Document/Instrument #:	08089712
AP# / Parcel #:	13-11-324-019
Property Address:	4838 N HAMLIN
City:	CHICAGO
County:	COOK
State:	ILLINOIS
Present Holder of the Note and Lien:	OCWEN LOAN SERVICING, LLC
Holder's Mailing Address: (Including county)	5720 Premier Park Dr, West Palm Beach, FL 33407 Palm Beach County

New Money \$ \_\_\_\_\_

LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Registered Land (OH Only):  YES  NO  
AFN# (OH Only): \_\_\_\_\_

District (NYC Only): \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_  
District (MA Only): \_\_\_\_\_  
Lot (DC Only): \_\_\_\_\_ Square: \_\_\_\_\_

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## EXHIBIT "A"

Lot 8 and the South 1/2 of Lot 7 in Block 2 in Field's Addition to Albany Park, being a subdivision of the South West 1/4 of that part between the East 60 acres and the West 60 acres of the South West 1/4 of Section 11, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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## Certificate of Preparation

This is to certify that this instrument was prepared by Ocwen Loan Servicing, LLC, one of the parties named in the instrument.

  
Signature

(HEATHER ROGERSON)  
LOSS MITIGATION

Ocwen Loan Servicing LLC  
Loss Mitigation Department  
5720 Premier Park Dr  
West Palm Beach, FL 33407  
1-800-850-4622

Property of Cook County Clerk's Office

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Investor Loan # 204807664

Custodian ID:

This document was prepared by OCWEN LOAN SERVICING, LLC

**After Recording Return To:**  
 OCWEN LOAN SERVICING, LLC  
 Attention: Modification Processing  
 PO Box 24737  
 West Palm Beach, FL 33416-9838

162392708

[Space Above This Line For Recorder's Use]

**NON-HAMP LOAN MODIFICATION AGREEMENT**

Loan Modification Agreement ("Agreement") made this 4/10/2015 between Walter Winters Diane Winters ("Borrower") and OCWEN LOAN SERVICING, LLC, Lender/Servicer or Agent for Lender/Servicer ("Lender"), amends and supplements that certain promissory note ("Note") dated 11/6/1998 in the original principal sum of One Hundred Eighty Six Thousand One Hundred Fifty Dollars and No Cents (\$186,150.00) executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on with Instrument Number in Book and/or Page Number of the real property records of County, IL. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 4838 N Hamlin Chicago IL 60625, which real property is more particularly described as follows:

**( Legal Description if Applicable for Recording Only )**

Borrower acknowledges that "Lender" is the legal holder and the owner, or agent/servicer for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if "Lender" transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

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1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is \$156,001.67 (One Hundred Fifty Six Thousand One Dollars and Sixty Seven Cents).
2. The Maturity Date is December 01, 2038.
3. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument.
4. Interest will be charged on the unpaid, non-deferred, "New Principal Balance" until the non-deferred principal has been paid in full. Borrower promises to pay interest at the rate of 3.875% from April 01, 2015 until I payoff my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due. The rate of interest I pay will change based upon Payment Schedule below.
5. Borrower promises to make monthly principal and interest payments of \$839.98, beginning on May 01, 2015, and continuing thereafter on the same day of each succeeding month, according to the Payment Schedule below until all principal and interest is paid in full. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, Iowa, 50702 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.

If Step Rate:

### PAYMENT SCHEDULE

Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Payment Ends On
3.875%	April 01, 2015	\$839.98	\$486.63, may adjust periodically	\$1,326.61, may adjust periodically	May 01, 2015	December 01, 2038

6. If on December 01, 2038 (the "Maturity Date"), Borrower still owes any amounts under the Note and Security Instrument, including any "Deferred Principal Balance" as provided for in this Agreement, Borrower will pay these amounts in full on that date.
7. If "Lender" has not received the full amount of any monthly payment within the grace period provided for in the original Note or as otherwise provided for by law, Borrower will pay a late payment fee to "Lender" in an amount calculated based on the late charge percentage provided for in the original Note, or as otherwise provided for by law, and the monthly payment required under this Agreement, with a maximum as provided for in the Note, or otherwise provided by law. Borrower will pay this late charge promptly, but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.
8. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement, or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the

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purpose of this Agreement being simply to modify, amend, rearrange, or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

9. If all or any part of the Property or any interest in it 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, 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 such exercise is prohibited by applicable law. 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 this 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. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.
10. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. 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, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.
11. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.

EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

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Executed effective as of the day and year first above written.

5/16/15 x Walter Winters  
Date      Walter Winters

5-16-15 Diane Winters  
Date      Diane Winters

Date

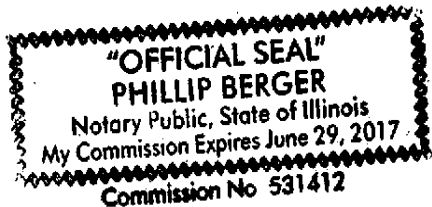
Date

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

On MAY 16 2015, before me PHILLIP BERGER, personally appeared Walter Winters Diane Winters, personally known to me (or 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.



Witness my hand and official seal

Phillip Berger  
Notary Public

My Commission Expires: 6-29-17

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OCWEN LOAN SERVICING, LLC

By: *Kirk Neunth*  
Authorized Officer

Date: 6/9/15

### LENDER ACKNOWLEDGMENT

State of IOWA  
County of Black Hawk

On this 9 day of June, 2015, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Kirk Neunth personally known to me or identified to my satisfaction to be the person who executed the within instrument as Authorized Officer of OCWEN LOAN SERVICING, LLC and they duly acknowledged that said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

*Amber Pett*  
Notary Public **Amber Pett**

My Commission Expires: 9/22/17





DB

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OCWEN LOAN SERVICING, LLC

*Bendiane Zephir*

By: Bendiane Zephir  
Servicing Operations Specialist  
Date: 17-September-2015

WITNESSES:

*Felicia Perry*  
Felicia Perry

*Gisele Cazeau*  
Gisele Cazeau

STATE OF Florida }  
COUNTY OF Palm Beach }

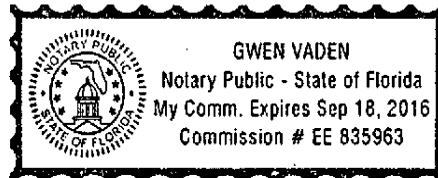
On 17-September-2015, before me, the undersigned Notary Public, personally appeared Bendiane Zephir, Servicing Operations Specialist of Ocwen Loan Servicing, LLC, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual(s) or person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the county of Palm Beach, State of Florida.

Witness my hand and official seal.

*Gwen Vaden*  
Notary - State of Florida  
County of Palm Beach  
Gwen Vaden

Prepared by:

*Gisele Cazeau*  
Gisele Cazeau



Ocwen Loan Servicing, LLC  
1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409

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Doc#: 1321157097 fee: \$50.00  
Date: 07/30/2013 08:15 AM Pg: 1 of 2  
Cook County Recorder of Deeds  
\*RHS:\$9.00 RPRF:\$1.00 FEES Applied

When Recorded Return To:  
Indedomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

This instrument was prepared by:  
Poonam Saste  
Indedomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

### Assignment of Mortgage

Dated: July 23, 2013

Lender: GMAC Mortgage Corporation  
Loan: 0162392708  
Investor Account Number: 204907664

78779709

For value received GMAC Mortgage, LLC successor by merger to GMAC Mortgage Corporation, In C/O Ocwen Loan Servicing, LLC, 1100 Virginia Drive, Suite 175, Fort Washington, PA 19034 the undersigned hereby grants, assigns and transfers to Ocwen Loan Servicing, LLC all beneficial interest under a certain Mortgage dated November 6, 1998 executed by WALTER WINTERS AND DIANE WINTERS and recorded in Book 3145 on Page(s) 0103 as Document Number 08089712 on December 2, 1998 of the official records of the County Recorder of Cook County, Illinois.

MORTGAGE AMOUNT: \$186,150.00

PIN: 13-11-324-019

LEGAL DESCRIPTION: See Attached Exhibit A

PROPERTY ADDRESS: 4838 N HAMLIN, CHICAGO, IL 60625

GMAC Mortgage, LLC successor by merger to GMAC Mortgage Corporation

By: *Marcy Kay Koopman*  
Marcy Kay Koopman,  
Assistant Secretary

STATE OF Minnesota )  
COUNTY Ramsey ) SS

U03971946\*

On July 23, 2013 before me, Lisa M Spurbeck, Notary Public in and for said State personally appeared Marcy Kay Koopman, Assistant Secretary of GMAC Mortgage, LLC successor by merger to GMAC Mortgage Corporation, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.



*Lisa M Spurbeck*  
Lisa M Spurbeck, Notary Public  
My Commission expires: January 31, 2018

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1321157087 Page: 2 of 2

## EXHIBIT A

Lot 8 and the South 1/2 of Lot 7 in Block 2 in Field's Addition to Albany Park, being a subdivision of the South West 1/4 of that part between the East 60 acres and the West 60 acres of the South West 1/4 of Section 11, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 13-11-324-019

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