

Doc#: 1533517029 Fee: \$84.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 12/01/2015 01:10 PM Pg: 1 of 8

Prepared By: Christina Gossage **Branch Banking & Trust** 301 College Street 6th Floor Greenville SC 20601

(Space Above This Line For Recording Data)

Original Recorded Date: 5/22/2008 Original Principal Amount: \$199,100.00 Freddie Mac Loan No: 526584084

Loan No: 6991732533

PIN: 27-10-212-012-0000

LOAN MODIFICATION AGREEMENT

(To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION ACCREMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective 11/1/2015, between BRANCH BANKING AND TRUS COMPANY ("Lender") and SHARON SCHULTZ ("Borrower") and KENNETH SCHULTZ ("Co-Borrower")

Modifies and amends certain terms of Borro ve's indebtedness evidenced by (1) the Note (the "Note") to Lender dated 5/15/2008, in the original princip II sum of U.S: \$199,100.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in Instrument# 0814311141 of the Official Records of COOK COUNTY, the Security Instrument covers the real and personal property de cr bed in the Security Instrument and defined as the "Property", located at:

> 8913 FAIRWAY F/R ORLAND PARK, IL. 60.62

The real property described being set forth as follows: SEE EXHIBIT "A" ATTACHED HERETOAND MADE A PART HEREGE,

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Freddie Mac Loan: 526584084 Loan Number: 6991732533

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (Notwithstanding anything to the contrary contained in the Note and Security Instrument):

- Current Palance. As of 10/1/2015, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$168,866.03.
- 2. Interest Rate. do rrower promises to pay 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 4.000%, beginning 10/1/2015, both before and after any default described in the Note. The yearly rate 4.000% will remain in infect until principal and interest is paid in full.
- 3. Monthly Payments and Naturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$4/53.77\$, beginning on 11/1/2015 and continuing thereafter on the same day of each succeeding n.c. th until principal and interest are paid in full. If on 10/1/2055(the "Maturity Date") Rorrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.

Place of Payment. Borrowe must make the monthly payments at P.O. Box 580022 Charlotte, North Carolina 262.53-0022 or such other place as Lender may require.

- 4. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayment to reduce the amount of principal that Borrower owes—under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless a ender agrees in writing to those changes.
- 5. Property Transfer. 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 written consent, Lender may require it in full of all sums secured by Security Instrument.
- 6. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security instrument without further notice or demand of Borrower.
- Compliance with Covenants. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments that Borrower is obligated to make under the Security Instrument.
- 8. This Agreement modifies an obligation secured by an existing security instrument recorded in COOK COUNTY upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$168,866.03. The principal balance secured by the existing security instrument as a result of this Agreement is \$180,354.09, which amount represents the excess of the unpaid principal balance of this original obligation.

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Freddie Mac Loan: 526584084 Loan Number: 6991732533

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 where 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.

In Witness Where of Borrower has executed this Agreement.

Share Schusty
Borrower: SHARON SCHULTZ
Borrower KENNETH SCHULTZ
Borrower:
Palvera M. Hell Peterna M. Hice
Witness: Sign & Print
Witness: Sign & Print Katherine O. Holly Katherine A. Holly Witness: Sign & Print
STATE OF Illinois COUNTY OF inlay
I hereby certify, that on this 28 day of 0.+ in the year 2015 before me, the
subscriber, a Notary Public of the State of 16, personally appeared SHARON SCHULT ("Borrower") and KENNETH SCHULTZ ("Co-Borrower") acknowledged the foregoing deed to be his
act.
AS WITNESS: my hand and notaries seal.
My Commission Explanation DEBRAL BOUTET
Notary Public State of Union Notary Public
My Commission Expires January 12, 2019

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Freddie Mac Loan: 526584084 BB&T Loan: 6991732533

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Modification Due on Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective 10/1/2015 is incorporated into and shall be deemed to amond and supplement the Loan Modification Agreement of the same date made by SHARON SCHULTZ ("Borrower"), KENNETH SCHULTZ ("Co-Borrower") and Branch Banking and Trust Co. (the "Lender") covering the Property described in the Loan Modification Agreement located at: 8913 FAIRWAY DR In addition to the covernants and agreements made in the Loan Modification Agreement, the Borrower and Lender covernant 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 Ben ficial 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 necessatural 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 is tall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Lean Modification Agreement.

If Lender exercises this option, Lender shall give For. ower 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 secure a 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 for their notice or demand on Borrower.

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

10-28-15

Date

10-28-15

Date

Maron Soluty (Sea

KENNETH SCHULTZ ("Co-Borrower")

Branch Banking and Trust Co. (Seal)

nlooks

Date

Christopher Stump Vice President

-Lender

Its:

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Freddie Mac Loan: 526584084 BB&T Loan: 6991732533

SHARON SCHULTZ("30 rower"), KENNETH SCHULTZ ("(0-)30rrower") 8913 FAIRWAY DR

Branch Banking and Trust Co.

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BF IWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Shows Aduly	DATE: 10-28-15
SHARON SCHULTZ ("Borrower")	U _x
Kem the & Solute	DATE: 10 28-18
KENNETH SCHULTZ ("Co-Borrower")	CO
	DATE:
	DATE:
	DATE:

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Freddie Mac Loan: 526584084 BB&T Loan: 6991732533

SHARON SCHUL'. Z("Borrower"), KENNETH SCHULTZ ("Co-Borrower") 8913 FAIRWAY DP

Branch Banking and Trust Co.

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of Branch Banking and Trust Co.

(the "Lender") agreeing to modify the reference a loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or narket the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such request made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all cords that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day period.

The Borrower makes this agreement in order to assure that the documents an lag eements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

Gran Schutt	DATE: /0-28-15
SHARON SCHULTZ ("Borrower")	
KENNETH SCHULTZ ("Co-Borrower")	DATE: 10-28-15
	DATE:
	DATE:

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BB&T Mortgage Loan No. 6991732533

Notary Public of South Carolina

MIN NO: 1001947 0804011568 7

P.O. Box 2026

Flint, MI 48501-2026

MERS SIS Phone #: 1-888-679-6377

(Corporate Acknowledgement) Witness our hards and seals to this Agreement this Mortgage Electronic Registration Systems Inc. As nominee for lender. WITNESSED BY: Printed Name: County Clork's Printed Name: Thomas Junca STATE OF South Carolina) COUNTY OF Greenville) Notary Public of said County, do hereby certify that, Lender/Note Holder, personally appeared before me this day and acknowledged that he/she is Assistant Secretary of Mortgage Electronic Registration Systems Inc. On behalf of the corporation I acknowledge the due execution of the foregoing instrument. November SWORN TO BEFORE ME THIS **MELISSA SMITH** Notary Public - State of South Carolina My Commission Expires: My Commission Expires February 28, 2022

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EXHIBIT "A"

LOT 12 IN BLOCK 15 IN FAIRWAY ESTATES UNIT NO 10, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, Th. IP 36 COUNTY, 1. TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS