

# UNOFFICIAL COPY

Doc#: 1534449399 Fee: \$110.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/10/2015 01:43 PM Pg: 1 of 12

**After Recording Return To:**

Ocwen Loan Servicing, LLC  
Attn: Contract Management  
P.O. Box 24737  
West Palm Beach, FL 33416  
Investor #: 12260

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

## LOAN MODIFICATION AGREEMENT

Servicer: Ocwen Loan Servicing, LLC  
Original Mortgagor / Maker: PATRICK J. MCINTYRE AND MOLLY A. MCINTYRE  
Marital Status: MARRIED  
Original Mortgagee / Payee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC  
(MERS). SOLELY AS NOMINEE FOR ALLY BANK  
Original Amount: \$ 291,000.00  
Original Mortgage Date: JUNE 19, 2012  
Date Recorded: JULY 06, 2012  
Reel / Book: \_\_\_\_\_ Page / Liber: \_\_\_\_\_  
CRFN / Document/Instrument #: 1218844103  
AP# / Parcel #: 05-19-413-017-0000  
Property Address: 187 LAGOON DR  
City: NORTHFIELD 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~~ \$ \_\_\_\_\_

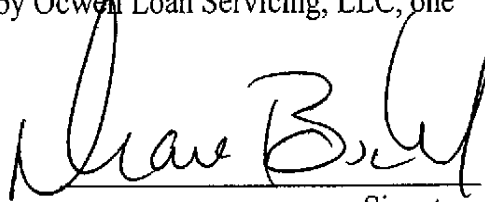
LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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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## 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

Diane Bischoff  
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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 WWW.OCWENCUSTOMERS.COM  
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 Call toll-free (800) 746-2936  
 Mon - Fri 8:00am – 9:00pm, Sat 8:00am – 5:00pm  
 Sun 9:00am – 9:00pm ET

Investor Loan # \_\_\_\_\_

**After Recording Return To:**

Ocwen Loan Servicing, LLC  
 Attn: Modification Processing  
 PO Box 24737  
 West Palm Beach, FL 33416-9838

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

## NON-HAMP LOAN MODIFICATION AGREEMENT

Loan Modification Agreement ("Agreement") made this 8/25/2015 between Patrick J McIntyre Molly A McIntyre ("Borrower") and Ocwen Loan Servicing, LLC Lender/Servicer or Agent for Lender/Servicer ("Lender") amends and supplements that certain promissory note ("Note") dated 6/19/2012 in the original principal sum of \$291,000.00 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, in the real property records of Cook County, IL.

Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 187 Lagoon Dr Northfield, IL 60093, which real property is more particularly described as follows:

**(Legal Description Attached 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):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is \$308,010.77.
2. The Maturity Date is 6/1/2055.
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.

687952902

STRML-FINAL-Non BK\_v2.1

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

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 Sun 9:00am – 9:00pm ET

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 required at each Interest Rate Change Date from 6/1/2015 until I pay off 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 the Payment Schedule below.
5. Borrower promises to make monthly principal and interest payments of \$1,384.70, beginning on 7/1/2015, 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. Payments will be made and delivered to 1661 Worthington Road, Ste.100, West Palm Beach, FL 33409 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.

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1 - Maturity	4.50000%	6/1/2015	\$1,384.70	\$1,090.80, adjusts annually after year 1	\$2,475.50, adjusts annually after year 1	7/1/2015	480

6. If on 6/1/2055 (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. **Notwithstanding the foregoing, Lender cannot enforce the debt against Borrower personally and Lender's only remedy upon default is to enforce the lien on the property.**
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 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

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Sun 9:00am – 9:00pm ET

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.
12. Borrower agrees to execute such other and further documents as may be reasonably necessary to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the loan evidenced by the Note. If an error in the terms hereof is detected after execution of this Agreement, Borrower understands that a corrected Agreement will be provided and this Agreement will be void upon notice of such error. Should Borrower elect not to sign any such corrected Agreement, the loan will revert to the terms of the original Loan Documents.

Borrower authorizes Lender, and Lender's successors and assigns, to share certain Borrower public and non-public personal information including, but not limited to (i) name, address, telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, and (v) payment history and information about Borrower's account balances and activity, with an authorized third party which may include, but is not limited to, a counseling agency, state or local Housing Finance Agency or similar entity that is assisting Borrower in connection with obtaining a foreclosure prevention alternative, including the trial period plan to modify Borrower's loan ('Authorized Third Party').

Borrower understands and consents to Lender or Authorized Third Party, as well as Fannie Mae (the owner of Borrower's loan), disclosing such personal information and the terms of any relief or foreclosure prevention alternative, including the terms of the trial period plan to modify Borrower's loan, to any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with the loan or any other mortgage loan secured by the Property on which Borrower is obligated.

Borrower consents to being contacted by Fannie Mae, Lender or Authorized Third Party concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Authorized Third Party.

- By checking this box, Borrower also consents to being contacted by text messaging.

EACH OF THE BORROWER(S) 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. IF

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Sun 9:00am – 9:00pm ET

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APPLICABLE, BORROWER ALSO ACKNOWLEDGES THE RECEIPT BY INCLUSION IN THIS AGREEMENT, OF SPECIFIC INFORMATION DISCLOSING THE FUNCTION OF A BALLOON PAYMENT.

Property of Cook County Clerk's Office

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STRML-FINAL-Non BK\_v2.1

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Sun 9:00am - 9:00pm ET

If this box is checked, Borrower(s) signature must be notarized.

In Witness Whereof, the Servicer and I have executed this Agreement.



*[Handwritten Signature]*

Patrick J McIntyre

9 / 19 / 2015 Date

State of IL Cook  
County of Cook

On Sept 19, 2015 before me, D. J SHAM personally appeared Patrick J McIntyre who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged before me that he/she executed the foregoing instrument in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IL that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature D. J SHAM 9/19/15 (Seal)  
Print Name: D J SHAM  
Commission expiration date 1 / 11 / 2017



Personally Known \_\_\_\_\_ OR Produced Identification   
Type of Identification Produced Drivers license



*[Handwritten Signature]*  
Molly A McIntyre

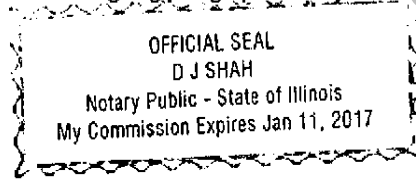
9 / 19 / 2015 Date

State of IL Cook  
County of Cook

On Sept. 19, 2015 before me, D. J SHAM personally appeared Molly A McIntyre who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged before me that he/she executed the foregoing instrument in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IL that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature D. J SHAM 9/19/15 (Seal)  
Print Name: D J SHAM  
Commission expiration date 1 / 11 / 2017



Personally Known \_\_\_\_\_ OR Produced Identification   
Type of Identification Produced Drivers license

\*All individuals on the title (even if not a borrower on the note) must sign this agreement. If there are more than two title holders to this property, please have them sign below. If no other title holders exist, please leave page 4 blank and return it with the rest of the agreement.



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Mon - Fri 8:00am - 9:00pm, Sat 8:00am - 5:00pm  
Sun 9:00am - 9:00pm ET

In Witness Whereof, the Servicer and I have executed this Agreement.



\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_ Date

State of IL \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged before me that he/she executed the foregoing instrument in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IL that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)  
Print Name: \_\_\_\_\_  
Commission expiration date \_\_\_\_/\_\_\_\_/\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_ Date

State of IL \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged before me that he/she executed the foregoing instrument in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IL that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)  
Print Name: \_\_\_\_\_  
Commission expiration date \_\_\_\_/\_\_\_\_/\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Servicer \_\_\_\_\_  
SEP 30 2015

BY   
Gisele Cazeau Authorized Officer

Date

If applicable: \_\_\_\_\_  
Mortgage Electronic Registration Systems, Inc. - Nominee for Servicer



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GC

OCWEN LOAN SERVICING, LLC

*Bendiane Zephir*

By: Bendiane Zephir  
Authorized Officer  
Date: 08-October-2015

WITNESSES:

*Felicia Perry*  
Felicia Perry

*Gisele Cazeau*  
Gisele Cazeau

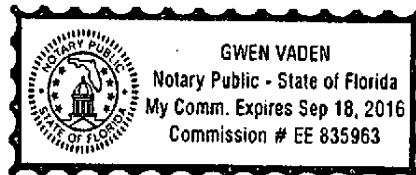
STATE OF Florida }  
COUNTY OF Palm Beach }

On 08-October-2015, before me, the undersigned Notary Public, personally appeared Bendiane Zephir, Authorized Officer of Ocwen Loan Servicing, LLC, personally known to me or proved to me on the basis of satisfactory evidence 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.

*Gisele Cazeau*  
Prepared by: Gisele Cazeau

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



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

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## EXHIBIT "A"

Lot 1 in Tomich Subdivision of the West 5 acres of the South 27 acres of the Southwest quarter of the Southeast quarter of Section 19, Township 42 North, Range 13, East of the third principal meridian, except the South 787.85 feet of said West 5 acres, according to the plat of Subdivision Recorded March 1998, as Document 98217001, in Cook County, Illinois.

Property of Cook County Clerk's Office

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Doc#: 1323508361 fee: \$50.00  
Date: 08/23/2013 12:17 PM Pg: 1 of 2  
Cook County Recorder of Deeds  
\*RHSP:\$9.00 RPRF:\$1.00 FEES Applied

When Recorded Return To  
Indecomm Global Services  
2925 Country Drive  
St Paul, MN 55117

This instrument was prepared by  
Karen Jakel  
Indecomm Global Services  
2925 County Drive  
St Paul, MN 55117

## Assignment of Mortgage

Dated August 14, 2013  
78929049

MIN 100037506879629023  
MERS Phone 888-679-6377

For value received Mortgage Electronic Registration Systems, Inc., as nominee for Ally Bank, its successors and assigns, P.O. Box 2026, Flint, MI 48901-2026 the undersigned hereby grants, assigns and transfers to Ocwen Loan Servicing, LLC all beneficial interest under a certain Mortgage dated June 19, 2012 executed by PATRICK J. MCINTYRE AND MOLLY A. MCINTYRE and recorded in Book XX on Page(s) XX as Document Number 1218844103 on July 6, 2012 of the official records of the County Recorder of Cook County, Illinois

PIN 05-19-413-017-0000

\*\*See Attached Exhibit A for Legal Description  
PROPERTY ADDRESS 187 Lagoon Dr, Northfield, IL 60093


Mortgage Electronic Registration Systems, Inc., as nominee  
for Ally Bank, its successors and assigns  
By   
\_\_\_\_\_  
Lee Lisa Vang,  
Assistant Secretary

STATE OF Minnesota )  
COUNTY Ramsey ) SS



On August 14, 2013 before me, Pang Mee Yang, Notary Public in and for said State personally appeared Lee Lisa Vang, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., 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.



  
\_\_\_\_\_  
Pang Mee Yang, Notary Public  
My Commission expires January 31, 2017

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1323508361 Page: 2 of 2

## Exhibit A Legal Description

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS: LOT 1 IN TOMICH SUBDIVISION OF THE WEST 5 ACRES OF THE SOUTH 27 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 787.85 FEET OF SAID WEST 5 ACRES, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED MARCH 1998, AS DOCUMENT 98217001, IN COOK COUNTY, ILLINOIS. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

Property of Cook County Clerk's Office