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Doc#: 1534949071 Fee: \$66.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/15/2015 10:05 AM Pg: 1 of 10

After Recording Return To:

Ocwen Loan Servicing, LLC
Attn: Contract Management
P.O. Box 24737
West Palm Beach, FL 33416
Investor #: 11560

_____[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:	RUBEN JUAREZ AND MARIA CARVAJAL	
Marital Status:	SINGLE	
Original Mortgagee / Payee:	ROSE MORTGAGE CORPORATION	
Original Amount:	\$ 298,000.00	
Original Mortgage Date:	SEPTEMBER 15, 2006	
Date Recorded:	OCTOBER 13, 2006	
Reel / Book:	_____	Page / Liber: _____
CRFN / Document/Instrument #:	0628605105	
AP# / Parcel #:	13-32-120-047-0000	
Property Address:	2110 NORTH MCCOY AVENUE,	
City: CHICAGO	County: COOK	State: ILLINOIS
Present Holder of the Note and Lien:	OCWEN LOAN SERVICING, LLC	
Holder's Mailing Address:	5720 Premier Park Dr,	
(Including county)	West Palm Beach, FL 33407	
	Palm Beach County	

New Money: _____ \$ _____

LEGAL DESCRIPTION:

LOT 29 IN BLOCK 10 IN GRAND AVENUE ESTATES, BEING A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD RIGHT OF WAY) ACCORDING TO PLAT FILED IN THE REGISTRAR'S OFFICE AS DOCUMENT NUMBER 41516, IN COOK COUNTY, ILLINOIS.

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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601672205

This document was prepared by: _____

After recording please return to: _____

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

Ocwen Loan Servicing, LLC ("Ocwen") is offering you this Loan Modification Agreement ("Modification"), dated 2/10/2014, which modifies the terms of your home loan obligations as described in detail: the Mortgage, Deed of Trust, or Security Deed (the "Mortgage"), dated and recorded in the public records of Cook County, and the Note, of the same date and secured by the Mortgage, which covers the real and personal property described in the Mortgage and defined therein as the "Property", located at:

2110 N Moody Ave
Chicago, IL 60639

NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.

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 \$65,412.27, have been added to the indebtedness under the terms of the Note and Security Instrument. As of 2/10/2014 the amount, including such amounts which have been added to the indebtedness (if any) payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$330,062.96.
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. Upon Modification, the annual rate of interest charged on the unpaid principal balance of your loan will be 4.62500%. This rate will remain in effect until the maturity date of your loan, which is 5/1/2054. This date may have been extended and may be different than your original maturity date. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,057.33, beginning on the 6/1/2014, and continuing thereafter on the same day of each succeeding month. If on 5/1/2054 (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 OCWEN LOAN SERVICING, LLC ATTN: CASHIERING DEPARTMENT 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409 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, 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 parties will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
6. You agree to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which if approved and accepted by Ocwen will bind and inure to your heirs, executors, administrators, and assigns.
7. Corrections and Omissions. You agree 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.
8. 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.
 - ✓ 1-4 Family Rider — Assignment of Rents
 - ✓ Modification Due on Transfer Rider
Bankruptcy Rider

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✓ Other rider

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

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

Sign Here → [Signature] 06/24/2014 Date
Ruben Juarez

State of IL
County of COOK

On 06/24/2014 before me, _____ personally appeared Ruben Juarez, 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 to me that he/she executed the same 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 [Signature] (Seal)
Print Name: 06/24/2014 Francisco Diaz
Commission expiration date 02/02/2016



Personally Known _____ OR Produced Identification
Type of Identification Produced IL D.L.

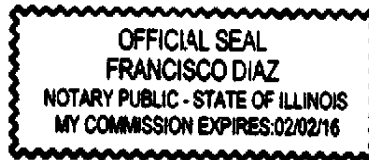
Sign Here → [Signature] 06/24/2014 Date
Maria Carvajal

State of IL
County of COOK

On 06/24/2014 before me, _____ personally appeared Maria Carvajal, 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 to me that he/she executed the same 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 [Signature] (Seal)
Print Name: Francisco Diaz
Commission expiration date 02/02/2016



Personally Known _____ OR Produced Identification
Type of Identification Produced IL D.L.

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***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 6 blank and return it with the rest of the agreement.**

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

Sign Here → _____ / ____ / _____ 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 to me that he/she executed the same 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 _____

Sign Here ☐ _____ / ____ / _____ 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 to me that he/she executed the same 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 _____
Date **JUL 02 2014**

Gisele Cazeau
BY **Gisele Cazeau**
Servicing Operations Specialist

If applicable: _____
Mortgage Electronic Registration Systems, Inc. – Nominee for Service

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Modification Due on Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective 2/10/2014, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Ruben Juarez Maria Carvajal (the "Borrower") and Ocwen Loan Servicing, LLC (the "Lender") covering the Property described in the Loan Modification Agreement located at:

2110 N Moody Ave,
Chicago, IL 60639.

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:

Transfer of the Property or a Beneficial 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 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 further notice or demand on Borrower.

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

Ocwen Loan Servicing, LLC

Gisele Cazeau
Servicing Operations Specialist

By:

JUL 02 2014

Ruben Juarez

Maria Carvajal

(Additional Property owners not listed above – sign here)

06/24/2014
Date

(Additional Property owners not listed above – sign here)

Date

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1-4 Family Modification Agreement Rider Assignment of Rents

THIS 1-4 FAMILY MODIFICATION AGREEMENT RIDER ASSIGNMENT OF RENTS ("1-4 Family Rider") effective 2/10/2014, is incorporated into that certain Loan Modification Agreement (the "Modification") of the same date made by Ruben Juarez Maria Carvajal (the "Borrower") and is incorporated into and amends and supplements the Security Instrument executed by Borrower to secure the Note. The Security Instrument covers the Property as defined and described in the Security Instrument and located at:

2110 N Moody Ave,
Chicago, IL 60639

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT:** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on leasehold) is referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY AND COMPLIANCE WITH LAW:** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS:** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE:** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5 of the Security Instrument.
- E. "BORROWER'S RIGHT TO REINSTATE" DELETED:** Uniform Covenant 18 of the Security Instrument is deleted.
- F. BORROWER'S OCCUPANCY:** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 of the Security Instrument concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 of the Security Instrument shall remain in effect.
- G. ASSIGNMENT OF LEASES:** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER AND LENDER IN POSSESSION:** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sum secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those rents

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actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7 of the Security Instrument.

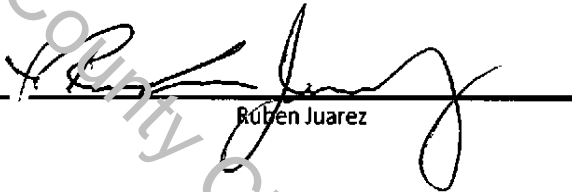
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

- I. **CROSS-DEFAULT PROVISION:** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.
- J. **PRIOR ASSIGNMENT OF RENTS:** This 1-4 Family Rider supersedes the provisions of any previous 1-4 Family Rider Assignment of Rents (a "Previous Assignment") executed by Borrower pertaining to the Property. If a Previous Assignment has been executed by the Borrower, then the assignment and lien granted in the assignment of Rents contained in Paragraph H of this 1-4 Family Rider shall relate back in time to the date and priority of any such Previous Assignment.
- K. **CAPITALIZED TERMS:** Capitalized terms used in this 1-4 Family Rider shall have the meanings ascribed to them in the Modification except as otherwise specifically set forth in this 1-4 Family Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.


 Ocwen Loan Servicing, LLC


 Ruben Juarez

Gisele Cazeau JUL 02 2014
 By: **Servicing Operations Specialist**


 Maria Carvajal

 (Additional Property owners not listed above – sign here)

06/24/2014

 Date

 (Additional Property owners not listed above – sign here)

 Date

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BALLOON PAYMENT DISCLOSURE

Borrower(s) ("I"): Ruben Juarez
 Maria Carvajal

Servicer ("Servicer"): Ocwen Loan Servicing, LLC

Date of first lien Security Instrument ("Mortgage") and Note ("Note"):

Loan Number: 601672205

Property Address: 2110 N Moody Ave,
 Chicago IL 60639

THIS BALLOON PAYMENT DISCLOSURE is made on 2/10/2014, and is incorporated into and shall be deemed to supplement the Loan Modification Agreement (the "Agreement") of the same date given by the undersigned Borrower(s). The Agreement contains a balloon payment provision representing the amount of the Deferred Principal Balance under the Agreement.

A balloon payment is a scheduled lump sum usually due at the end of the mortgage loan term that is significantly larger than the other regularly scheduled periodic payments. This means that even if I make all payments full and on time, the loan will not be paid in full by the final payment date. The amount of the balloon payment may vary depending on my payment history. If my loan is an adjustable rate mortgage, the amount of the balloon payment also may vary based on any interest rate changes that occur during the life of the loan.

THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS: AN INSTALLMENT OF \$99,018.89 WILL BE DUE AND PAYABLE IN FULL ON 5/1/2054, PROVIDED THAT ALL PAYMENTS WERE MADE IN ACCORDANCE WITH THE LOAN TERMS AND THE INTEREST RATE DOES NOT CHANGE FOR THE ENTIRE LOAN TERM. The balloon payment on the loan modification I have applied for is due 425 months from the effective date of the modification.

Notice required by North Dakota law:

CAUTION TO BORROWER: IF YOU DO NOT HAVE THE FUNDS TO PAY THE BALLOON PAYMENT WHEN DUE, IT MAY BE NECESSARY FOR YOU TO OBTAIN A NEW LOAN AGAINST YOUR PROPERTY FOR THIS PURPOSE AND YOU MAY BE REQUIRED TO AGAIN PAY COMMISSION AND EXPENSES FOR ARRANGING THE LOAN. KEEP THIS IN MIND IN DECIDING UPON THE AMOUNT AND TERMS OF THE LOAN MODIFICATION THAT YOU OBTAIN AT THIS TIME.

If I cannot pay the balloon payment when due, I may have to obtain a new loan to make the balloon payment or I may lose my property through foreclosure. Before deciding to take this loan, I will consider my ability to pay the balloon payment when it comes due. In addition, the value of the real estate securing this loan may change during the term of the loan. On the date the balloon payment becomes due, the value of the real estate may not be sufficient to secure a new loan in an amount equal to the balloon payment.

NEITHER OCWEN LOAN SERVICING, LLC NOR ANY LENDER TO WHICH THIS LOAN IS TRANSFERRED IS UNDER ANY OBLIGATION TO FINANCE THE AMOUNT OF THE BALLOON PAYMENT. THEREFORE, I MAY BE REQUIRED TO REPAY THE LOAN OUT OF ASSETS I OWN OR I MAY HAVE TO FIND ANOTHER LENDER TO REFINANCE THE LOAN.

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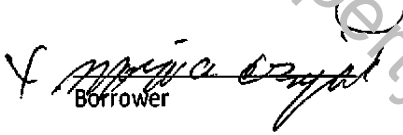

ASSUMING THE OWNER OF MY LOAN OR ANOTHER LENDER REFINANCES THIS LOAN AT MATURITY, I WILL PROBABLY BE CHARGED INTEREST AT MARKET RATES PREVAILING AT THAT TIME AND SUCH RATES MAY BE HIGHER THAN THE INTEREST RATE PAID ON THIS LOAN. I MAY ALSO HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW MORTGAGE LOAN.

I/we have read the above disclosure and acknowledge receiving a copy by signing below.

***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.**


Borrower 

06/24/2014
Date


Borrower 

06/24/2014
Date

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GC

OCWEN LOAN SERVICING, LLC

Bendiane Zephir

By: Bendiane Zephir
Servicing Operations Specialist
Date: 02-July-2014

Power of attorney recorded on _____, County
State _____, Book: _____ Page
Instrument #

(If power of attorney recorded information above is not completed, please see attached Power of Attorney)

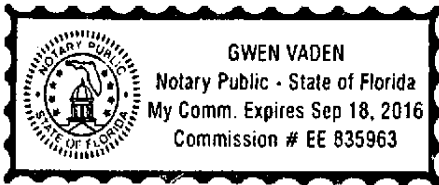
WITNESSES:

Felicia Perry
Felicia Perry

Gisele Cazeau
Gisele Cazeau

STATE OF Florida }
COUNTY OF Palm Beach }

On 02-July-2014, before me, the undersigned Notary Public, personally appeared Bendiane Zephir, Servicing Operations Specialist, 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 me 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

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