

UNOFFICIAL COPY

4617 ASHFORD DRIVE , MATTESON, ILLINOIS 60443

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, **DECEMBER 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$238,359.48**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$35,874.38** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
2. Borrower 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 **4.2500%**, from **DECEMBER 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,172.59**, plus property taxes, hazard insurance, and any other permissible escrow items of U.S. **\$ 1,148.39**, beginning on the **1ST** day of **JANUARY, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **DECEMBER 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 full 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 remedies 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.

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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 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.

Property of Cook County Clerk's Office

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In Witness Whereof, I have executed this Agreement.

Cheryl Y. Hamilton
Borrower: **CHERYL Y HAMILTON**

12/1/2015
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

_____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**
County of COOK

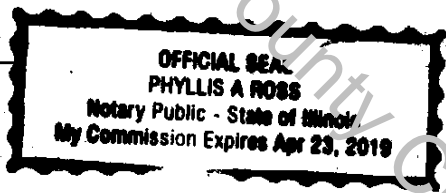
This instrument was acknowledged before me on DECEMBER 1, 2015 (date) by

CHERYL Y HAMILTON (name/s of person/s acknowledged).

Phyllis A. Ross
Notary Public

(Seal)
Printed Name: Phyllis A. Ross


My Commission expires:
April 23, 2019



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In Witness Whereof, the Lender have executed this Agreement.

CARRINGTON MORTGAGE SERVICES, LLC

By 
By **ADEL ISSA** (print name)
Vice President (title)

12/3/15 Date

_____ [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.

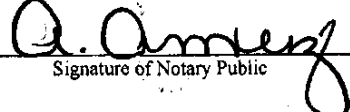
State of California
County of Orange

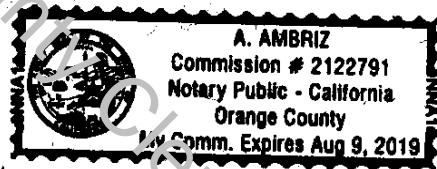
On 12/3/15 before me, A. Ambriz Notary Public,
(Date) (here insert name and title of officer)

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) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Signature of Notary Public



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EXHIBIT A

BORROWER(S): CHERYL Y HAMILTON

LOAN NUMBER: 6000017334

LEGAL DESCRIPTION:

THE PROPERTY IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF MATTESON AND DESCRIBED AS FOLLOWS:

LOT 23 IN BUTTERFIELD PLACE UNIT 3, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 1617 ASHFORD DRIVE , MATTESON, ILLINOIS 60443

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Date: **NOVEMBER 17, 2015**

Loan Number: **6000017334**

Lender: **CARRINGTON MORTGAGE SERVICES, LLC**

Borrower: **CHERYL Y HAMILTON**

Property Address: **4617 ASHFORD DRIVE , MATTESON, ILLINOIS 60443**

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 ORAL AGREEMENTS BETWEEN 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.

<u>Cheryl Y. Hamilton</u> Borrower: CHERYL Y HAMILTON	<u>12/1/2015</u> Date
_____ Borrower:	_____ Date
_____ Borrower:	_____ Date
_____ Borrower:	_____ Date
_____ Borrower:	_____ Date
_____ Borrower:	_____ Date

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Date: **NOVEMBER 17, 2015**

Loan Number: **6000017334**

Lender: **CARRINGTON MORTGAGE SERVICES, LLC**

Borrower: **CHERYL Y HAMILTON**

Property Address: **4617 ASHFORD DRIVE , MATTESON, ILLINOIS 60443**

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of **CARRINGTON MORTGAGE SERVICES, LLC**

(the "Lender") agreeing to modify the referenced 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 market 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 requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements 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.

Cheryl Y. Hamilton
Borrower: **CHERYL Y HAMILTON**

12/1/2015
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date