

UNOFFICIAL COPY

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1602017000 Fee: \$92.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/20/2016 08:34 AM Pg: 1 of 10

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN: 16-16-112-009-0000**

Address:

Street: 5531 JACKSON BLVD

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60644

Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.

Borrower: GREGORY DIXON AND DANA M DIXON

Loan / Mortgage Amount: \$189,980.71

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is government property.

S N
P 10
G N
R N
SC yes
E yes
INT pu

Certificate number: FD472D4C-1ABD-4CA9-AB53-E21BED6B9C0E

Execution date: 12/15/2015

UNOFFICIAL COPY

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

Return To: Christina Gossage
Branch Banking & Trust
301 College Street 6th Floor
Greenville SC 20601

(Space Above This Line For Recording Data)

Original Recorded Date: 2/29/2008
Original Principal Amount: \$192,200.00

Freddie Mac Loan No: 505281015
Loan No: 6991551032

LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS 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 1/1/2016, between BRANCH BANKING AND TRUST COMPANY ("Lender") and GREGORY DIXON ("Borrower") and DANA M DIXON ("Co-Borrower")

Modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated 2/21/2008, in the original principal sum of U.S. \$192,200.00 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# 0806057 of the Official Records of COOK COUNTY, the Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

5531 W JACKSON BLVD
CHICAGO, IL. 60644

The real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

UNOFFICIAL COPY

Freddie Mac Loan: 505281015
Loan Number: 6991551032

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):

1. Current Balance. As of 12/1/2015, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$175,834.92.
2. Interest Rate. 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 4.250%, beginning 12/1/2015, both before and after any default described in the Note. The yearly rate 4.250% will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$323.79, beginning on 1/1/2016 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 12/1/2055 (the "Maturity Date"), Borrower 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. Borrower must make the monthly payments at
P.O. Box 580022
Charlotte, North Carolina 28258-0022
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 prepayments 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 Lender 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 the Property is sold or transferred) without Lender's prior written consent, Lender may require immediate payment 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.
7. 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 \$175,834.92. The principal balance secured by the existing security instrument as a result of this Agreement is \$189,980.71, which amount represents the excess of the unpaid principal balance of this original obligation.

UNOFFICIAL COPY

Freddie Mac Loan: 505281015
Loan Number: 6991551032

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 Whereof Borrower has executed this Agreement.

Gregory Dixon
Borrower: GREGORY DIXON

Dana M. Dixon
Borrower DANA M DIXON

Borrower:

Dawn Howard-Williams / *Dawn Howard-Williams*
Witness: Sign & Print
James L. Williams / *James L. Williams*
Witness: Sign & Print

STATE OF IL

COUNTY OF Cook

I hereby certify, that on this 5 day of Dec, in the year 15, before me, the subscriber, a Notary Public of the State of _____, personally appeared GREGORY DIXON ("Borrower") and DANA M DIXON ("Co-Borrower") acknowledged the foregoing deed to be his act.

AS WITNESS: my hand and notaries seal.

My Commission Expires

Vanika Knighten
Notary Public



UNOFFICIAL COPY

Freddie Mac Loan: 505281015
BB&T Loan: 6991551032

Modification Due on Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective 12/1/2015 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by GREGORY DIXON ("Borrower"), DANA M DIXON ("Co-Borrower") and Branch Banking and Trust Co. (the "Lender") covering the Property, described in the Loan Modification Agreement located at: 5531 W JACKSON BLVD CHICAGO, IL 60644. 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.

12-5-15
Date

Gregory Dixon (Seal)
GREGORY DIXON ("Borrower")

12/5/15
Date

Dana M Dixon (Seal)
DANA M DIXON ("Co-Borrower")

Branch Banking and Trust Co. (Seal)
-Lender

12/5/15
Date

By: *Christopher Stump*
Christopher Stump
Its: Vice President



UNOFFICIAL COPY

Freddie Mac Loan: 505281015
BB&T Loan: 6991551032

GREGORY DIXON ("Borrower"),
DANA M DIXON ("Co-Borrower")
5531 W JACKSON BLVD
CHICAGO, IL 60644

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 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.

Gregory Dixon

DATE: 12-^{CP}15-15

GREGORY DIXON ("Borrower")

Dana M Dixon

DATE: 12/5/15

DANA M DIXON ("Co-Borrower")

DATE:

DATE:

DATE:

UNOFFICIAL COPY

Freddie Mac Loan: 505281015
BB&T Loan: 6991551032

GREGORY DIXON ("Borrower"),
DANA M DIXON ("Co-Borrower")
5531 W JACKSON BLVD
CHICAGO, IL 60644

Branch Banking and Trust Co.


ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of
Branch Banking and Trust Co.

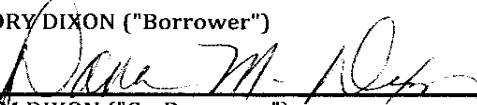
(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification 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 request made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs 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 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.



DATE: 12-5-15

GREGORY DIXON ("Borrower")


DANA M DIXON ("Co-Borrower")
DATE: 12/5/15

DATE:

DATE:

UNOFFICIAL COPY

BB&T Loan #: 6991551032

MODIFICATION BANKRUPTCY DISCLOSURE RIDER

THIS MODIFICATION BANKRUPTCY DISCLOSURE RIDER, effective the December 1, 2015, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by GREGORY DIXON, (the "Borrower") DANA M DIXON (the "Co Borrower") and Branch Banking and Trust Co. (the "Lender") covering the Property described in the Loan Modification Agreement located at .

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

Borrower represents that Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Borrower and Lender acknowledge and agree that the Loan Modification Agreement does not affect the discharge of the Borrower's personal liability on the debt.

12-5-15
Date

Gregory Dixon (Seal)
Gregory Dixon-Borrower

12/5/15
Date

Dana M Dixon (Seal)
Dana M Dixon-Borrower

Branch Banking and Trust Co. (Seal)
-Lender

12/5/15
Date

By: Christopher Stump
Its: Vice President



UNOFFICIAL COPY

BB&T Mortgage Loan No.6991551032

MIN NO: 1001947 0801010686 4
P.O. Box 2026
Flint, MI 48501-2026

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

(Corporate Acknowledgement)

Witness our hands and seals to this Agreement this 15 day of Dec, 2015.

Mortgage Electronic Registration Systems Inc.
(MERS) as nominee for Branch Banking and Trust Co., its
successors and assigns.

WITNESSED BY:

[Signature]
Printed Name: Mike Sloper

BY [Signature]
Mike Sloper
Assistant Secretary

[Signature]
Printed Name: Carolyn Belson

STATE OF South Carolina)

COUNTY OF Greenville)

I, Christina Gossage, Notary Public of said County, do hereby certify that, Mike Sloper
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.

SWORN TO BEFORE ME THIS 15 day of Dec, 2015.

My Commission Expires:

CHRISTINA GOSSAGE
Notary Public - State of South Carolina
My Commission Expires June 20, 2024

[Signature]
Notary Public

Notary Public of South Carolina

UNOFFICIAL COPY

Exhibit "A"

LOT 10 IN E.C. HEWITT'S SUBDIVISION OF LOT 136 IN SCHOOL TRUSTEE'S
SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 33 FEET TAKEN FOR
JACKSON BOULEVARD) IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office