

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/09/2016 09:26 AM Pg: 1 of 8

This Document Prepared By:  
**BRANDY MANGALINDAN**  
**CARRINGTON MORTGAGE SERVICES, LLC**  
**CARRINGTON DOCUMENT SERVICES**  
**1600 SOUTH DOUGLASS ROAD, SUITE 200A**  
**ANAHEIM, CA 92806**  
**1-866-874-5860**

When Recorded Mail To:  
**CARRINGTON MORTGAGE SERVICES, LLC**  
**CARRINGTON DOCUMENT SERVICES**  
**1600 SOUTH DOUGLASS ROAD, SUITE 200A**  
**ANAHEIM, CA 92806**

**Tax/Parcel #: 31-02-110-032-0000**

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<b>Original Principal Amount: \$216,464.00</b>	<b>FHA/VA Case No.: FR1374998079703</b>
<b>Unpaid Principal Amount: \$196,213.64</b>	<b>Loan No.: 600040986</b>
<b>New Principal Amount \$164,731.75</b>	
<b>New Money (Cap): \$0.00</b>	

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 13TH day of JANUARY, 2016, between RONALD S WILSON ("Borrower") whose address is 18419 CARRINGTON COURT, HAZEL CREST, ILLINOIS 60429 and CARRINGTON MORTGAGE SERVICES, LLC ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated MAY 22, 2009 and recorded on JUNE 8, 2009 in INSTRUMENT NO. 0915941056, of the OFFICIAL Records of COOK COUNTY, ILLINOIS, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

**18419 CARRINGTON COURT, HAZEL CREST, ILLINOIS 60429**

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(Property Address)

the real property described 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, **JANUARY 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$164,731.75, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$0.00 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 4.1250%, from **JANUARY 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. \$ 798.38, plus property taxes, hazard insurance, and any other permissible escrow items of U.S \$ 789.42 beginning on the 1ST day of **FEBRUARY, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.1250% will remain in effect until principal and interest are paid in full. If on **JANUARY 1, 2046** (the "Maturity Date"), 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 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 immediate payment in full of all sums secured by the Security Instrument.

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.

4. 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 of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

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- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.
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.

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In Witness Whereof, I have executed this Agreement.

Ronald S. Wilson  
Borrower: **RONALD S WILSON**

1/25/14  
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 January 25, 2016 (date) by

**RONALD S WILSON** (name/s of person/s acknowledged).

Cladiole Taala  
Notary Public

(Seal)  
Printed Name Cladiole Taala




My Commission expires June 5, 2018

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In Witness Whereof, the Lender has executed this Agreement.

**CARRINGTON MORTGAGE SERVICES, LLC**

  
 By **ADEL ISSA** (print name) 1/27/16 Date  
**Vice President** (title)  
 \_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

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 1/27/16 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): RONALD S WILSON**

**LOAN NUMBER: 6000040986**

**LEGAL DESCRIPTION:**

**THE LAND REFERRED TO IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF COUNTRY CLUB HILLS, AND DESCRIBED AS FOLLOWS:**

**PARCEL 1:**

**LOT 67 IN DYNASTY LAKES ESTATES UNIT V PHASE 1, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.**

**PARCEL 2:**

**EASEMENT FOR INGRESS AND EGRESS OVER THE COMMON AREA AS CREATED BY DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT # 98526127 AND AMENDED BY DOCUMENT NUMBER 0010962051 AND CREATED BY DEED FROM ALEXIS DEVELOPMENT, INC. TO CARRINGTON COURTS TOWNHOME ASSOCIATION, RECORDED APRIL 2, 2002, AS DOCUMENT NO. 0020369945.**

**ALSO KNOWN AS: 18419 CARRINGTON COURT, HAZEL CREST, ILLINOIS 60429**

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Date: JANUARY 13, 2016  
Loan Number: 6000040986  
Lender: CARRINGTON MORTGAGE SERVICES, LLC

Borrower: RONALD S WILSON

Property Address: 18419 CARRINGTON COURT, HAZEL CREST, ILLINOIS 60429

## 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.

*Ronald S Wilson* \_\_\_\_\_ *1/25/16*  
Borrower Date  
RONALD S WILSON

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

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Date: JANUARY 13, 2016  
Loan Number: 6000040986  
Lender: CARRINGTON MORTGAGE SERVICES, LLC

Borrower: RONALD S WILSON

Property Address: 18419 CARRINGTON COURT, HAZEL CREST, ILLINOIS 60429

## 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. 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 time 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.

*Ronald S Wilson*  
RONALD S WILSON 1/25/16  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date