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Orange, CA 92868

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Doc#: 1607519040 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/15/2016 09:50 AM Pg: 1 of 9

This Document Prepared By:
Rushmore Loan Management Services LLC
15480 Laguna Canyon Road
Irvine, California 92618

Parcel ID Number: 15-07-215-028-0000

_____[Space Above This Line For Recording Data]_____
Original Loan Amount: \$235,684.00 Loan No: 7600032430

4352770DT1 LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 14th day of January, 2016, between **DARRELL R. JOHNSON, UNMARRIED** ("Borrower") and Owner, by and through **Rushmore Loan Management Services LLC**, as current servicer and agent, whose address is **15480 Laguna Canyon Road, Irvine, California 92618** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **June 05, 2009** and recorded in **Instrument No: 0916308023**, of the **Official Records of COOK County, IL (County and State, or other Jurisdiction)** 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

5412 W HAWTHORNE AVE, BERKELEY, IL 60163,
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED LEGAL DESCRIPTION - SCHEDULE A

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):

- As of **January 14, 2016**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$296,998.13**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- \$112,998.13** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$184,000.00**. Interest at the rate of **3.000%** will begin to accrue on the Interest Bearing Principal Balance as of **January 1, 2016** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **February 1, 2016**. The new Maturity Date will be **January 1, 2056**. Borrower's payment schedule for the modified Loan is as follows:



* 7 6 0 0 0 3 2 4 3 0 *
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument - Illinois
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Form 3179 1/01 (rev. 4/14)
(page 1 of 5)

CO YES
P YES
C YES
M YES
SO YES
E YES
INT YES

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Years	Interest Rate	Interest Rate Change Date	Monthly Prin & Int Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-3	3.000%	January 01, 2016	\$658.69	\$484.54 May adjust periodically	\$1,143.23 May adjust periodically	February 01, 2016	36
4	4.000%	January 01, 2019	\$762.39	May adjust periodically	May adjust periodically	February 01, 2019	12
5	5.000%	January 01, 2020	\$871.21	May adjust periodically	May adjust periodically	February 01, 2020	12
6-40	5.000%	January 01, 2021	\$984.28	May adjust periodically	May adjust periodically	February 01, 2021	420

3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. If Borrower makes a partial prepayment of Principal, Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
5. 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.

6. 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; 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)



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above.

7. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees 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 Lender shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, 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 Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties 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 Third Parties.

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

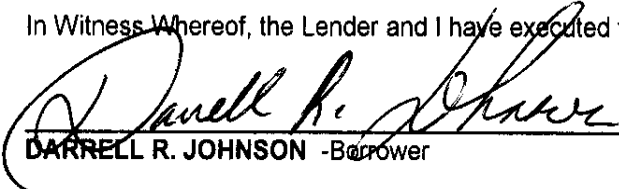


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Form 3179 1/01 (rev. 4/14)
 (page 3 of 5)

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


 _____ (Seal)
DARRELL R. JOHNSON -Borrower


_____ [Space Below This Line For Acknowledgments] _____

State of Illinois

County of Cook

The foregoing instrument was acknowledged before me on February 4th, 2016

by Darrell R. Johnson



 (Signature of person taking acknowledgment)

My Commission Expires on 8/19/18



Origination Company: **Rushmore Loan Management Services LLC**
 NMLSR ID: **31.0035324**



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Rushmore Loan Management Services LLC

By: [Signature] (Seal) - Lender

Name: Karen M. Mastro

Title: Senior Vice President

2-9-2014
Date of Lender's Signature

_____ [Space Below This Line For Acknowledgments] _____

State of Texas

County of Dallas

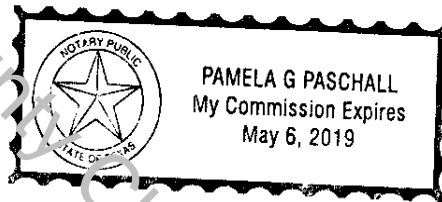
The foregoing instrument was acknowledged before me on February 9, 2014

by Karen M. Mastro, the Senior Vice President of

Rushmore Loan Management Services LLC

[Signature]
(Signature of person taking acknowledgment)

My Commission Expires on May 6, 2019



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ERRORS AND OMISSIONS/COMPLIANCE AGREEMENT

Loan Number: **7600032430**

FHAVA Case Number:

Borrower(s): **DARRELL R. JOHNSON**Property Address: **5412 W HAWTHORNE AVE, BERKELEY, IL 60163**Servicer: **Rushmore Loan Management Services LLC**

The undersigned Borrower(s) for and in consideration of the above-referenced Servicer modifying the terms of your mortgage loan, agrees that if requested by your Servicer, to fully cooperate and adjust for clerical errors, any or all loan modification documentation deemed necessary or desirable in the reasonable discretion of Servicer to enable Servicer to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Department of Housing and Urban Development, or the Department of Veterans Affairs, or any Municipal Bonding Authority.

I agree that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial, and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender requests of me under this Section shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.

The undersigned Borrower(s) agree(s) to comply with all above noted requests by the above-referenced Servicer within 15 days from date of mailing of said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan modification documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Servicer of its interest in and to said loan modification documentation, and to assure marketable title in the said Borrower(s).

DATED this **14th** day of **January, 2016**.



DARRELL R. JOHNSON -Borrower

(Seal)



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* M C C O M P A G R E *
 Errors and Omissions/Compliance Agreement

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Loan No: **7600032430**
 VA/FHA Case Number:

DSI ADDENDUM TO LOAN MODIFICATION AGREEMENT

DARRELL R. JOHNSON
5412 W HAWTHORNE AVE
BERKELEY, IL 60163

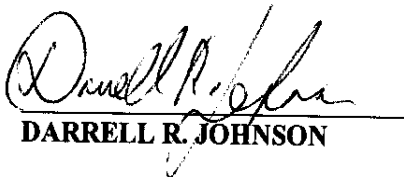
THIS DSI ADDENDUM TO LOAN MODIFICATION AGREEMENT (the "DSI Addendum") is made this **14th day of January, 2016** and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement (the "Modification Agreement" together, the "Agreements") entered into by the undersigned ("Borrower"), in favor of **Rushmore Loan Management Services LLC**, current servicer and agent for owner ("Lender"). The Agreements amend and supplement (1) the Mortgage, Deed of Trust or Security Deed and any applicable Riders (the "Security Agreement"), and (2) the Note bearing the same date as, and secured by, the Security Agreement.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Modification Agreement, Borrower and Lender further covenant and agree as follows:

Interest will be charged on the unpaid principal balance until the full amount of principal has been paid. Interest will be charged on the basis of a twelve month year and a thirty day month.

The Agreements only modify the Security Agreement and Note in regard to the provisions addressed. All other terms and conditions of the Security Agreement and Note remain in full force and effect.

BY SIGNING BELOW, Lender and Borrower accept and agree to the terms and provisions contained in this DSI Addendum.


DARRELL R. JOHNSON


LENDER **Karen M. Mastro**
 Senior Vice President

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Loan No: 7600032430

INSURANCE ADDENDUM TO LOAN MODIFICATION AGREEMENT

DARRELL R. JOHNSON
5412 W HAWTHORNE AVE
BERKELEY, IL 60163

THIS INSURANCE ADDENDUM TO LOAN MODIFICATION AGREEMENT (the "Insurance Addendum") is made this **14th day of January, 2016**, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement (the "Modification Agreement" together, the "Agreements") entered into by the undersigned ("Borrower"), in favor of **Rushmore Loan Management Services LLC**, current servicer and agent for owner ("Lender"). The Agreements amend and supplement (1) the Mortgage Deed of Trust or Security Deed and any applicable Riders (the "Security Agreement"), and (2) the Note bearing the same date as, and secured by, the Security Agreement.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Modification Agreement, Borrower and Lender further covenant and agree as follows:

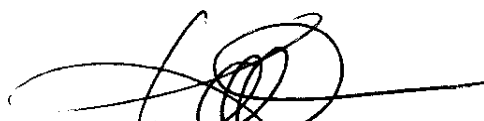
If Borrower is obligated under the Note and Security Instrument to keep the improvements now existing or hereafter erected on the Property insured against loss by fire and/or any other hazards, including but not limited to floods or flooding, or if Borrower is obligated under the Note and Security Instrument to pay Lender for escrowed insurance premiums, and Borrower subsequently either fails to insure the Property or fails to pay insurance escrowed amounts when they become due, then Lender may at its sole discretion and without obligation exercise its rights under the Note and Security Instrument and this Agreement to purchase insurance to protect Lender's interests and rights in the Property. Borrower acknowledges and agrees that the cost of insurance coverage so obtained by Lender may significantly exceed the cost of insurance that Borrower could have obtained independently. Nevertheless, Borrower acknowledges and agrees any such amounts disbursed by Lender shall become additional debt of the Borrower payable to Lender and secured by the Security Instrument. Borrower further acknowledges and agrees that Lender is under no obligation to purchase any particular type or amount of coverage, and such coverage shall be intended to protect Lender but may or may not protect Borrower, Borrower's equity in the Property, or the contents of the Property against any risk, hazard or liability, and furthermore may provide greater or lesser coverage than was previously in effect.

The Agreements only modify the Security Agreement and Note in regard to the provisions addressed. All other terms and conditions of the Security Agreement and Note remain in full force and effect.

BY SIGNING BELOW, Lender and Borrower accept and agree to the terms and provisions contained in this Addendum.



DARRELL R. JOHNSON



 Lender **Karen M. Mastro**
 Senior Vice President

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SCHEDULE A

THE FOLLOWING DESCRIBED PROPERTY, TO-WIT: THE SOUTH 154.3 FEET (EXCEPT THE WEST 50 FEET AND EXCEPT THE EAST 150 FEET THEREOF), OF LOT 23 IN BLOCK 2 EN WOLF ROAD HIGHLAND, ROBERTSON AND YOUNGS SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN # 15-07-215-028-0000

BEING THE SAME PROPERTY CONVEYED FROM JOHNNY D. EPPERSON, NELL T. EPPERSON AND LOIS D. FELICIANO, TO DARRELL R. JOHNSON AND THERESA JOHNSON, HUSBAND AND WIFE, AS JOINT TENANTS, RECORDED 06/06/1997, IN DOCUMENT# 947401255. BEING THE SAME FEE SIMPLE PROPERTY CONVEYED BY QUIT CLAIM DEED FROM THERESA JOHNSON TO DARRELL R. JOHNSON, DATED 04/29/1998 RECORDED ON 06/04/1998 IN DOCUMENT NO 98468355, IN COOK COUNTY RECORDS, STATE OF IL.

JOHNSON IL
40717923
FIRST AMERICAN ELS
MORTGAGE

Clerk of Cook County Clerk's Office