

# UNOFFICIAL COPY

Doc#: 1609146045 Fee: \$68.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/31/2016 09:05 AM Pg: 1 of 11

**APN #: 12124120280000**  
**Investor Loan #: 341462209**

**After Recording Return To:**  
CitiMortgage, Inc.  
1000 Technology Drive MS 420R  
O'Fallon, MO 63368-2240  
Doc Prep/Booking/Closing

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This document was prepared by: Shelton Rodrigues  
On behalf of:  
CitiMortgage, Inc.  
1000 Technology Drive  
O'Fallon, MO 63368 2240

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**Original Principal Amount:** \$ 185,450.00  
**Unpaid Principal Amount:** \$ 171,354.53  
**New Principal Amount:** \$239,627.59  
**New Money (CAP):** \$54,177.59

## HOME AFFORDABLE MODIFICATION AGREEMENT

Borrower ("I"): GERALD ROHR AND JOAN M ROHR, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY.

Lender or Servicer ("Lender"): CitiMortgage, Inc.,

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): 04/26/06 and recorded on 05/12/06, Document number 0613249025, Book or Liber number na, Page(s) na, in the Official Records of COOK and Illinois.

Loan Number: 771204996 ✓

Property Address ("Property"):

5045 N ODELL AVE

HARWOOD HEIGHTS, IL 60706

SEE ATTACHED LEGAL DESCRIPTION

If (i) my representations and covenants in Section 1 continue to be true in all material respects, (ii) I meet all program eligibility requirements, and (iii) all preconditions set forth in Section 2 are satisfied then this Home Affordable Modification Agreement ("Modification Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Modification Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Modification Agreement to the Lender, the Lender will send me a signed copy of this Modification Agreement. This Modification Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

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**1. My Representations and Covenants.** I certify, represent to Lender, covenant and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. One of the borrowers signing this Modification Agreement lives in the Property as a principal residence, and the Property has not been condemned;
- C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification Program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Modification Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have made or will make all payments required under a trial period plan.

**2. Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Modification Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Modification Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Modification Agreement.

**3. The Modification.** If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 02/01/16 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a trial period plan, this modification will not take effect. The first modified payment will be due on 03/01/16.

- A. The Maturity Date will be: 09/01/48.
- B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be \$ 239,627.59 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Modification Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Modification Agreement.

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- C. Interest at the rate of 2.00000% will begin to accrue on the New Principal Balance as of 02/01/16 and the first new monthly payment on the New Principal Balance will be due on 03/01/16. My payment schedule for the modified Loan is as follows:

Years	Int Rate	Int Rate Change Date	Monthly Principal and Int Payment Amount	Estimated Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-5	2.00000%	02/01/16	\$ 834.58	\$645.96 May adjust periodically	\$ 1,480.54 May adjust periodically	03/01/16	60
6	3.00000%	02/01/21	\$ 943.22	May adjust periodically	May adjust periodically	03/01/21	12
7-End of Term	3.87500%	02/01/22	\$ 1,041.31	May adjust periodically	May adjust periodically	03/01/22	319

\*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Modification Agreement.

4. **Additional Agreements.** I agree to the following:

- That all persons who signed the Loan Documents or their authorized representative(s) have signed this Modification Agreement, unless (i) a borrower or co-borrower is deceased; or (ii) the Lender has waived this requirement in writing.
- That this Modification Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
- To comply, except to the extent that they are modified by this Modification Agreement, with all covenants, agreements, and requirements of the Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- That this Modification Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.

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- E. That the Loan Documents as modified by this Modification Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Modification Agreement, remain in full force and effect; nothing in this Modification Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Modification Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Modification Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Modification Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Modification Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Modification Agreement will not become effective on the Modification Effective Date and the Modification Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Modification Agreement; or (ii) correct the terms and conditions of this Modification Agreement if an error is detected after execution of this Modification Agreement. I understand that either a corrected Modification Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Modification Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Modification Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.
- L. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Modification Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Freddie Mac in connection with its responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that

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- perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.
- M. That if any document related to the Loan Documents and/or this Modification 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 Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4.M. 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.
  - N. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
  - O. Notwithstanding the foregoing, to the extent personal liability has been discharged in bankruptcy with respect to any amount payable under the Note, as modified herein, nothing contained herein shall be construed to impose personal liability to repay any such obligation where any obligations have been so discharged. If any bankruptcy proceeding is pending or completed during a time period related to entering this Modification Agreement, I understand that I enter this Modification Agreement voluntarily and that this Modification Agreement, or actions taken by the Lender in relation to this Modification Agreement, does not constitute a demand for payment or any attempt to collect any such obligation.

[N/A] MERS LOAN. If this box is checked, the loan evidenced by the Note and secured by the Security Instrument was assigned to or the Security Instrument was prepared in the name of Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address of 1901 E Voorhees Street Suite C, Danville, IL 61834 or PO Box 2026, Flint, MI 48501-2026, and telephone number of (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.

\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_

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EXECUTED effective as of the day and year first above written.

ACCEPTED AND AGREED TO BY -

CitiMortgage, Inc.

By: Katrina Mason

**Katrina Mason**  
Document Control Officer  
CitiMortgage, Inc.

Title

Date

2-24-16

Joan M Rohr  
JOAN M ROHR

Date

1-23-16

Gerald Rohr  
GERALD ROHR

Date

1-23-2016

Property of Cook County Clerk's Office

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[Space Below This Line For Acknowledgments]

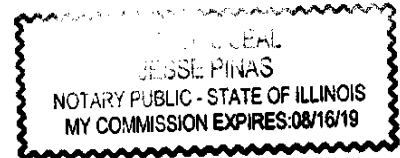
## INDIVIDUAL ACKNOWLEDGEMENT

State of Illinois  
County of COOK

On this 23rd day of January, in the year 2016, before me, the undersigned, personally appeared, JOAN M ROHR personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by HIS/HER/THEIR signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Notary Public Jesse Pinas

My Commission Expires: 8-16-2019

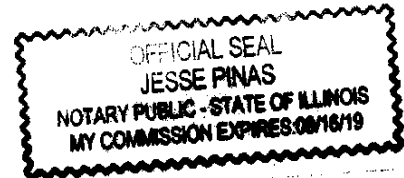


State of Illinois  
County of COOK

On this 23rd day of January, in the year 2016 before me, the undersigned, personally appeared, GERALD ROHR personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by HIS/HER/THEIR signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Notary Public Jesse Pinas

My Commission Expires: 8-16-2019



County Clerk's Office



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[Space Below This Line For Acknowledgments]

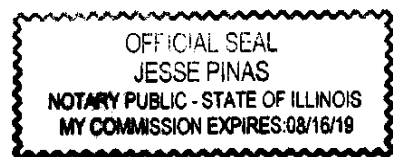
## INDIVIDUAL ACKNOWLEDGEMENT

State of Illinois  
County of COOK

On this 23rd day of January, in the year 2016, before me, the undersigned, personally appeared, JOAN M ROHR personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by HIS/HER/THEIR signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Notary Public Jesse Pinas

My Commission Expires: 8-16-2019

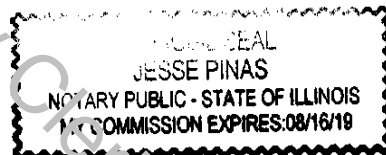


State of Illinois  
County of COOK

On this 23rd day of January, in the year 2016, before me, the undersigned, personally appeared, GERALD ROHR personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by HIS/HER/THEIR signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Notary Public Jesse Pinas

My Commission Expires: 8-16-2019





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**LEGAL DESCRIPTION:**

**Current Owner: Gerald Rohr and Joan Rohr**

**THE NORTH 46 FEET OF THE SOUTH 88.0 FEET OF THE WEST HALF OF LOT 1 IN BLOCK 2 IN HARRIS FIRST SUBDIVISION, BEING A SUBDIVISION OF THAT PORTION LYING NORTH OF THE SOUTH LINE OF THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 12, OF LOT 1 IN CIRCUIT COURT PARTITION OF THE EAST HALF OF THE SOUTH EAST QUARTER PART OF THE WEST HALF OF THE SOUTH EAST QUARTER AND THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**Being the same premises conveyed to Gerald Rohr and Joan Rohr from Marie C. Shea, Independent Executor of the Estate of Irene M. King by Executor's Deed dated 4/24/2001 and recorded 6/4/2001 in Document # 0010473734 of the Cook County Clerk's Office.**

**SHOWN FOR INFORMATIONAL PURPOSES ONLY:**

**ADDRESS: 5045 N. Oakl Avenue, Harwood Heights, IL 60706**

**PARCEL ID#: 12-12-412-028-0000**

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## STATE OF MISSOURI, ST. CHARLES COUNTY

On February 24, 2016 before me, the undersigned, a notary public in and for said state, personally appeared Katrina Mason, Document Control Officer of CitiMortgage, Inc., 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, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public Tamara Dobbs



TAMARA DOBBS  
My Commission Expires  
August 29, 2017  
Lincoln County  
Commission #13521419

Property of Cook County Clerk's Office

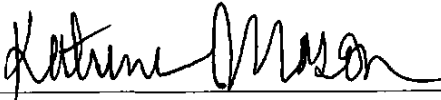
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## Certificate of Preparation

Prepared by: Katrina Mason  
CitiMortgage, Inc.  
1000 Technology Drive (M.S. 321)  
O'Fallon, MO 63368-2240  
1-866-272-4749

Acct # 0771204996

This is to certify that this INSTRUMENT was prepared by CITIMORTGAGE Inc., one of the parties name in the instrument.



Preparer Signatures

**Katrina Mason**

Document Control Officer

Property of Cook County Clerk's Office