

# UNOFFICIAL COPY

Doc#: 1611157004 Fee: \$56.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/20/2016 08:44 AM Pg: 1 of 5

**After Recording Return To:**  
**CoreLogic SolEx**  
**1637 NW 136th Avenue Suite G-100**  
**Sunrise, FL 33323**

**This Document Prepared By:**  
Azra Habibija  
**NATIONSTAR MORTGAGE LLC**  
**8950 CYPRESS WATERS BLVD**  
**COPPELL, TX 75019**

**Parcel ID Number: 06-26-361-003-0000**

[Space Above This Line For Recording Data] \_\_\_\_\_  
**Original Recording Date: May 24, 2012** **Loan No: 623828472**  
**Original Loan Amount: \$62,577.00** **FHA Case Number: FR-137-6721330-703**  
**New Money: \$2,606.67**

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 1st day of February, 2016, between **ANDREW BARKER** and **NICHOLAS A. OYENIK** whose address is **4073 CLUB TREE DR, STREAMWOOD, IL 60107** ("Borrower") and **NATIONSTAR MORTGAGE LLC** which is organized and existing under the laws of **The United States of America**, and whose address is **8950 CYPRESS WATERS BLVD, COPPELL, TX 75019** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **May 11, 2012** and recorded in **Book/Liber N/A, Page N/A, Instrument No: 1214541003**, of the **Official Records (Name of 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  
**4073 CLUB TREE DR, STREAMWOOD, IL 60107**  
(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 **April 1, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is **U.S. \$61,494.54**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest 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.



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HUD MODIFICATION AGREEMENT  
8300h 11/12



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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 4.125%, from April 1, 2016. Borrower promises to make monthly payments of principal and interest of U.S. \$298.03, beginning on the 1st day of May, 2016, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 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; 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.
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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- 8. This Agreement modifies an obligation secured by an existing security instrument recorded in COOK County, IL, 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 \$58,887.87. The principal balance secured by the existing security instrument as a result of this Agreement is \$61,494.54, which amount represents the excess of the unpaid principal balance of this original obligation.

In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, I will remain liable for and bear my own attorney fees and cost incurred in connection with any such action(s).

Andrew Barker (Seal)  
 ANDREW BARKER -Borrower

Nicholas A. OyeniK (Seal)  
 NICHOLAS A. OYENIK -Borrower

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

State of Illinois

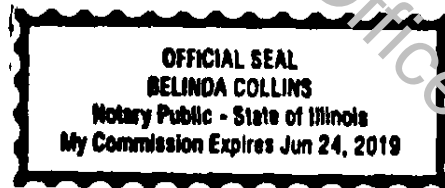
County of Cook

The foregoing instrument was acknowledged before me, a Notary Public on

February 6<sup>th</sup> 2016 by ANDREW BARKER and NICHOLAS A. OYENIK.

[Signature]  
 (Signature of person taking acknowledgment)

My Commission Expires on 6/24/2019



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**NATIONSTAR MORTGAGE LLC**

By: \_\_\_\_\_ (Seal) - Lender  
Name: Azra Habibiya  
Title: Assistant Secretary

4/12/16  
Date of Lender's Signature

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

The State of TX  
County of Dallas

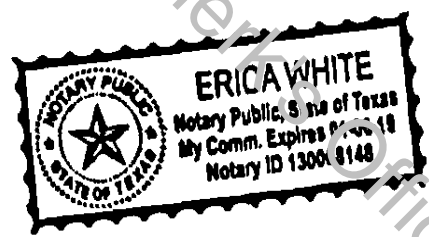
Before me Erica White /Notary Public (name/title of officer) on this day personally appeared Azra Habibiya, the Assistant Secretary of Nationstar Mortgage LLC, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of April, A.D., 2016

Erica White  
Signature of Officer

\_\_\_\_\_  
Notary Public  
(title of Officer)

My Commission expires : 1/6/19



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## Exhibit "A"

Loan Number: 623328472

Property Address: 4073 CLUB TREE DR, STREAMWOOD, IL 60107

**Legal Description:**

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN COOK COUNTY, STATE OF ILLINOIS:  
PARCEL 1: LOT 3 IN BLOCK 407, THE OAKS UNIT 3, BEING A RESUBDIVISION OF SECTIONS E AND F IN THE OAKS UNIT 2, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS APPURTENANT TO PARCEL 1, AS SET FORTH IN THE DECLARATION RECORDED AS DOCUMENT NO. 19821584 IN COOK COUNTY, ILLINOIS.



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Exhibit A Legal Description Attachment 11/12



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