

# UNOFFICIAL COPY

Doc#: 1612322026 Fee: \$66.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/02/2016 08:52 AM Pg: 1 of 10

**Gisèle Cazeau**

**After Recording Return To:**  
Ocwen Loan Servicing, LLC  
Attn: Contract Management  
P.O. Box 24737  
West Palm Beach, FL 33416  
Investor #: 12139

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_

## LOAN MODIFICATION AGREEMENT

Property of Cook County Clerk's Office

Servicer: Ocwen Loan Servicing, LLC  
Original Mortgagor / Maker: WALDEMAR H. MAZUR AND MIROSLAWA GORALCZYK  
Marital Status: MARRIED  
Original Mortgagee / Payee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC  
(MERS). SOLELY AS NOMINEE FOR INDYMAC BANK, F.S.B., A  
FEDERALLY CHARTERED SAVINGS BANK

Original Amount: \$ 288,000.00  
Original Mortgage Date: OCTOBER 18, 2006  
Date Recorded: NOVEMBER 15, 2006  
Reel / Book: \_\_\_\_\_ Page / Liber: \_\_\_\_\_  
CRFN / Document/Instrument #: 0631902217  
AP# / Parcel #: 10-31-200-016-0000 VOL.0127  
Property Address: 7085 N FRANKS AVE  
City: NILES County: COOK State: ILLINOIS

Present Holder of the Note and Lien: OCWEN LOAN SERVICING, LLC  
Holder's Mailing Address:  
(Including county) 5720 Premier Park Dr,  
West Palm Beach, FL 33407  
Palm Beach County

New Money \$ \_\_\_\_\_

LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Registered Land (OH Only):  YES  NO  
AFN# (OH Only): \_\_\_\_\_

District (NYC Only): \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

District (MA Only): \_\_\_\_\_

Lot (DC Only): \_\_\_\_\_ Square: \_\_\_\_\_

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## Certificate of Preparation

This is to certify that this instrument was prepared by Ocwen Loan Servicing, LLC, one of the parties named in the instrument.



Signature

**Gisele Cazeau**  
**LOSS MITIGATION**

Ocwen Loan Servicing LLC  
Loss Mitigation Department  
5720 Premier Park Dr  
West Palm Beach, FL 33407  
1-800-850-4622

Property of Cook County Clerk's Office



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Investor Loan #  
 After Recording Return To:  
 Ocwen Loan Servicing, LLC  
 Attn: Modification Processing  
 PO Box 24737  
 West Palm Beach, FL 33416-9838



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### NON-HAMP LOAN MODIFICATION AGREEMENT

Loan Modification Agreement ("Agreement") made this 12/22/2015 between Waldemar H Mazur ("Borrower") and Ocwen Loan Servicing, LLC Lender/Servicer or Agent for Lender/Servicer ("Lender") amends and supplements that certain promissory note ("Note") dated 10/18/2006 in the original principal sum of \$288,000.00 executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, in the real property records of Cook County, IL.

Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 7085 N Franks Ave Niles, IL 60714, which real property is more particularly described as follows:

#### (Legal Description Attached if Applicable for Recording Only)

Borrower acknowledges that "Lender" is the legal holder and the owner, or agent/servicer for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if "Lender" transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is \$394,878.71.

\$118,463.61 of the New Principal Balance shall be deferred (**The Deferred Principal Balance**) and I 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 \$276,415.10.

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.

2. The Maturity Date is 11/1/2055.
3. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument.
4. Interest will be charged on the unpaid, non-deferred, "New Principal Balance" until the non-deferred principal has been paid in

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STRML-FINAL\_BK\_v2.3

Notice Regarding Bankruptcy: Please be advised that this letter is in no way an attempt to collect either a pre-petition, post-petition or discharged debt. If your bankruptcy case is still active, no action will be taken in willful violation of the Automatic Stay. If you have received an Order of Discharge in a bankruptcy case, any action taken by us is for the sole purpose of protecting our lien interest in the underlying mortgaged property and is not an attempt to recover any amounts from you personally. Finally, if you are in an active Chapter 11, 12 or 13 bankruptcy case and an Order for Relief from the Automatic Stay has not been issued, you should continue to make payments in accordance with your plan. If your loan has been paid in full or already foreclosed upon, this is not an attempt to collect any additional funds from you.



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full. Borrower promises to pay interest at the rate required at each Interest Rate Change Date from 11/1/2015 until I pay off my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due. The rate of interest I pay will change based upon the Payment Schedule below.

5. Borrower promises to make monthly principal and interest payments of \$837.06, beginning on 12/1/2015, and continuing thereafter on the same day of each succeeding month, according to the Payment Schedule below until all principal and interest is paid in full. Payments will be made and delivered to 1661 Worthington Road, Ste.100, West Palm Beach, FL 33409 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required, the monthly payments will be higher and may change as the amounts required for escrow items change.

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1 - Maturity	2.00000%	11/1/2015	\$837.06	\$500.87 adjusts annually after year 1	\$1,337.93	12/1/2015	480

6. If on 11/1/2055 (The "Maturity Date"), Borrower still owes any amounts under the Note and Security Instrument, including any "Deferred Principal Balance" as provided for in this Agreement, Borrower will pay these amounts in full on that date.
7. If "Lender" has not received the full amount of any monthly payment within the grace period provided for in the original Note or as otherwise provided for by law, Borrower will pay a late payment fee to "Lender" in an amount calculated based on the late charge percentage provided for in the original Note, or as otherwise provided for by law, and the monthly payment required under this Agreement, with a maximum as provided for in the Note, or otherwise provided by law. Borrower will pay this late charge promptly, but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy. **Notwithstanding the foregoing, Lender cannot enforce the debt against Borrower personally and Lender's only remedy upon default is to enforce the lien on the property.**
8. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement, or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend, rearrange, or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.
9. If all or any part of the Property or any interest in it 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, 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 such exercise is prohibited by applicable law. 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 this 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. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.

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10. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. 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, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.
11. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.
12. Borrower agrees to execute such other and further documents as may be reasonably necessary to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the loan evidenced by the Note. If an error in the terms hereof is detected after execution of this Agreement, Borrower understands that a corrected Agreement will be provided and this Agreement will be void upon notice of such error. Should Borrower elect not to sign any such corrected Agreement, the loan will revert to the terms of the original Loan Documents.

Borrower authorizes Lender, and Lender's successors and assigns, to share certain Borrower public and non-public personal information including, but not limited to (i) name, address, telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, and (v) payment history and information about Borrower's account balances and activity, with an authorized third party which may include, but is not limited to, a counseling agency, state or local Housing Finance Agency or similar entity that is assisting Borrower in connection with obtaining a foreclosure prevention alternative, including the trial period plan to modify Borrower's loan ('Authorized Third Party').

Borrower understands and consents to Lender or Authorized Third Party, as well as Fannie Mae (the owner of Borrower's loan), disclosing such personal information and the terms of any relief or foreclosure prevention alternative, including the terms of the trial period plan to modify Borrower's loan, to 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 the loan or any other mortgage loan secured by the Property on which Borrower is obligated.

Borrower consents to being contacted by Fannie Mae, Lender or Authorized Third Party 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 Authorized Third Party.

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

EACH OF THE BORROWER(S) AND THE "LENDER" ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. IF APPLICABLE, BORROWER ALSO ACKNOWLEDGES THE RECEIPT BY INCLUSION IN THIS AGREEMENT, OF SPECIFIC INFORMATION DISCLOSING THE FUNCTION OF A BALLOON PAYMENT.

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## BORROWER ACKNOWLEDGEMENT

**IMPORTANT – Do NOT sign this Agreement unless you are in the presence of a notary.**

Each of the Borrower(s) and the Lender acknowledge that no representations, agreements or promises were made by the other party or any of its representatives other than those representations, agreements or promises specifically contained herein. This Agreement, and the Note and Security Instrument (as amended hereby) set forth the entire understanding between the parties. There are no unwritten agreements between the parties.



All individuals on the mortgage, note and the property title must sign this Agreement.

01/16/16  
Date

Waldemar H Mazur  
Waldemar H Mazur

1/16/2015  
DATE

Mirosława Góralczyk  
MIROSLAWA GORALCZYK

AKA

MIRA MAZUR  
MIRA MAZUR

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**BORROWER ACKNOWLEDGEMENT**

(CONTINUED)



State of Illinois

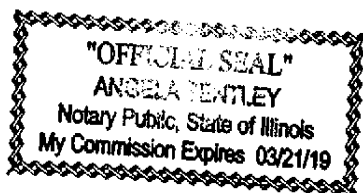
County of Cook

On this 16 day of January, 2016, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Waldemar H. Mazur, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: 03/21/19



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**LENDER ACKNOWLEDGEMENT**

**(For Lender's Signature Only)**

Lender acknowledges that no representations, agreements or promises were made or any of its representations other than those representations, agreements or promises specifically contained herein. This Agreement, and the Note and Security Instrument (as amended hereby) set forth the entire understanding between the parties. There are no unwritten agreements between the parties.



OCWEN Loan Servicing

*Gisele Cazeau*  
Authorized Officer **Gisele Cazeau**

JAN 27 2016

Date

State of Florida

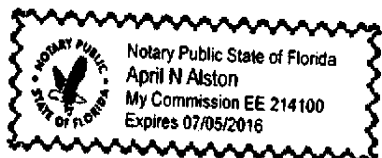
County of Palm Beach

On this 27<sup>th</sup> day of Jan, 16, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Gisele Cazeau personally known to me or identified to my satisfaction to be the person who executed the within instrument as Authorized Officer of OCWEN Loan Servicing, LLC., said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

*April N Alston*  
Notary Public **April Alston**

My Commission Expires: 7.5.16




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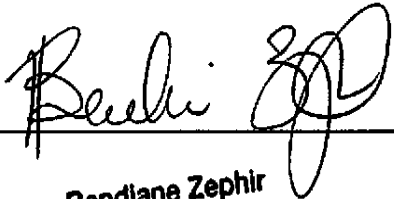
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OCWEN LOAN SERVICING, LLC

  
 By: Gisele Cazeau  
 Authorized Officer  
 Date: 28-January-2016

WITNESSES:

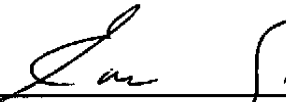
  
 April Alston

  
 Bendiane Zephir

STATE OF Florida }  
 COUNTY OF Palm Beach }

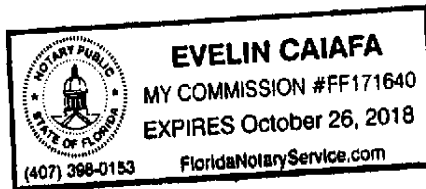
On 28-January-2016, before me, the undersigned Notary Public, personally appeared Gisele Cazeau, Authorized Officer, of Ocwen Loan Servicing, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual(s) or person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the county of Palm Beach, State of Florida.

Witness my hand and official seal.

  
 Notary - State of Florida  
 County of Palm Beach

Prepared by:   
 Gisele Cazeau

**Evelin Caiafa**



**Ocwen Loan Servicing, LLC**  
 1661 Worthington Road, Suite 100  
 West Palm Beach, FL 33409

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## EXHIBIT "A"

Legal Description: THE NORTHWESTERLY 62.98 FEET OF LOT SIXTEEN (16), THE NORTHWESTERLY 62.98 FEET OF LOT SEVENTEEN (17), THE NORTHWESTERLY 62.98 FEET OF LOT EIGHTEEN (18), THE NORTHWESTERLY 62.98 FEET OF LOT NINETEEN (19) IN CECELIA KOZAK'S SUBDIVISION OF LOT 9 IN THE ASSESSOR'S DIVISION OF JANE MIRANDA'S RESERVATION IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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