

# UNOFFICIAL COPY

When Recorded Mail To:  
T.D. Service Company  
LR Department (Cust# 650)  
4000 W Metropolitan Dr., Ste. 400  
Orange, CA 92868

LLC



Doc#: 1612413011 Fee: \$54.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/03/2016 09:00 AM Pg: 1 of 9

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

Parcel ID Number: 11-18-414-016-1010

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
Original Loan Amount: **\$242,400.00** Loan No: **5000033059**

## **LOAN MODIFICATION AGREEMENT** (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **22nd** day of **February, 2016**, between **MICHAEL D POULOS** and **SUZANNE M POULOS, HIS WIFE** ("Borrower") and , 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 **September 10, 2002** and recorded in **Instrument No: 0021043518**, of the Official Records of **COOK County, IL** 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 **1416 HINMAN AVE UNIT 10, EVANSTON, IL 60201**,  
(Property Address)

the real property described being set forth as follows:

### **SEE ATTACHED LEGAL DESCRIPTION**

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 **February 22, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$257,942.25**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **5.750%**, from **March 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,475.96**, beginning on the **1st** day of **April, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.750%** will remain in effect until principal and interest are paid in full. If on **November 1, 2047** (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.



\* 5 0 0 0 0 3 3 0 5 9 \*  
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)

S YS  
P 9  
S M  
M M  
SC YS  
E Yes  
INT NR

aps

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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. 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



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(page 2 of 5)

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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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(page 3 of 5)

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

*Michael D Poulos*  
\_\_\_\_\_

MICHAEL D POULOS -Borrower (Seal)

*Signature on following page*  
\_\_\_\_\_

SUZANNE M POULOS -Borrower (Seal)

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

State of Illinois

County of Cook

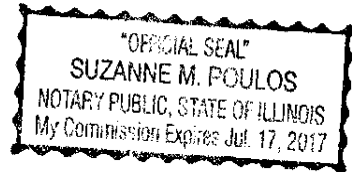
The foregoing instrument was acknowledged before me on March 17, 2016

by Michael D. Poulos

*Suzanne M Poulos*  
\_\_\_\_\_

(Signature of person taking acknowledgment)

My Commission Expires on 2-17-17



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



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

*Signature on preceding page*  
MICHAEL D POULOS -Borrower \_\_\_\_\_ (Seal)

*Suzanne M. Poulos*  
SUZANNE M POULOS -Borrower \_\_\_\_\_ (Seal)

\_\_\_\_\_ [Space Below This Line For Acknowledgments] \_\_\_\_\_  
State of Illinois

County of Cook

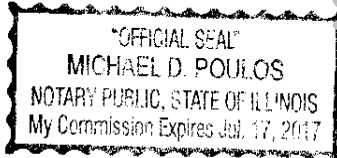
The foregoing instrument was acknowledged before me on March 17, 2016

by Suzanne M. Poulos

*Michael D. Poulos*  
\_\_\_\_\_  
(Signature of person taking acknowledgment)

My Commission Expires on July 17, 2017

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: Kevin Kidd  
Title: Vice President

MAR 21 2016  
Date of Lender's Signature

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

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
(Signature of person taking acknowledgment)

My Commission Expires on \_\_\_\_\_

See Attached Acknowledgment



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## ALL-PURPOSE ACKNOWLEDGMENT

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

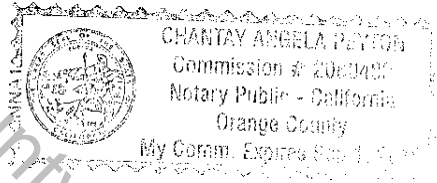
On 2/21/2016, before me, **CHANTAY ANGELA PEYTON, Notary Public**, personally appeared, **KEVIN KIDD**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity 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 of Notary



(seal)

Loan Number: 5000033059

Query of Cook County Clerk's Office

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## ERRORS AND OMISSIONS/COMPLIANCE AGREEMENT

Loan Number: 5000033059

FHA/VA Case Number:

Borrower(s): MICHAEL D POULOS and SUZANNE M POULOS

Property Address: 1416 HINMAN AVE UNIT 10, EVANSTON, IL 60201

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 22nd day of February, 2016.

  
MICHAEL D POULOS -Borrower

(Seal)

  
SUZANNE M POULOS -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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Scan Date 5/1/2013

Property Address: 1416 HINMAN AVE. #10  
EVANSTON, IL 60201

PIN #: 11-18-414-016-1010

UNIT 10 IN THE 1416 HINMAN AVENUE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 5 IN BLOCK 31 IN THE VILLAGE (NOW CITY) OF EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 8, 1965 AS DOCUMENT 1961291, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property of Cook County Clerk's Office

CASE NUMBER 02-11319

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