

# UNOFFICIAL COPY

Doc#: 1614422109 Fee: \$86.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/23/2016 10:18 AM Pg: 1 of 6

**Record & Return to:**  
**Ianniello, Anderson, P.C.**  
Attn: Loss Mitigation  
805 Route 146  
Clifton Park, New York 12065

Instrument Prepared by  
Mark J. Churchill, Vice President  
Bayview Loan Services, LLC  
1415 W. Cypress Creek Rd, Suite #200  
Ft. Lauderdale, FL 33309 Batch #

(SP2017) Fee: \$86.00 (for Recording Data)

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.  
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND  
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE  
THE SECURITY INSTRUMENT IS RECORDED.  
**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Modification"), is effective March 13, 2015, between NASER AHMAD ("Borrower") and M&T Bank ("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated 01/28/2008, in the original principal sum of U.S. \$368,000.00, and (2) the Mortgage (the "Security Instrument"), FILED AND RECORDED ON 02/29/2008, IN COOK COUNTY, IL, DOC# 0808040027. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 18046 ALYSSE CT ONLAND PARK, IL 60467-0000. That real property is described as follows: SEE ATTACHED EXHIBIT "A".

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower  is,  is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$20,368.60, have been added to the indebtedness under the terms of the Note and Security Instrument. As of March 13, 2015, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$471,240.28.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.37% beginning 01/01/2015 the Borrower promises to make monthly payments of principal and interest of U.S. \$2,080.81, beginning on 02/01/2015, and continuing thereafter on the same day of each succeeding month. If on 01/01/2059 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at M&T Bank, 1800 Washington Blvd., 8th Floor Baltimore, MD 21230 or at such other place as the Lender may require.
4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

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6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.

- 1-4 Family Rider — Assignment of Rents
- Modification Due on Transfer Rider
- Bankruptcy Rider
- Other rider

This Loan Modification Agreement modifies an original debt with the same lender recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ or Instrument # 0806040027.  
 The amount of the original loan is \$ 368,000.00. The current unpaid/pre-modification principal balance is \$ 350,311.65. The capitalized/new money amount is \$ 120,868.60. The new loan/modified principal balance is \$ 471,240.25 (See Schedule B Attached)

In Witness Whereof, Lender and Borrower have executed this Agreement.

Borrower:

By: Naser Ahmad Date: 03-23-15  
 NASER AHMAD (Borrower)

Lender:

By: M&T Bank Date: 5/5/15  
Near K Chudhri

Licensed Loan Originator: Christopher Striano  
 MLO License Number: 988394  
 Direct: 877-650-0140 Ext. 1358  
 Fax: 877-360-9593

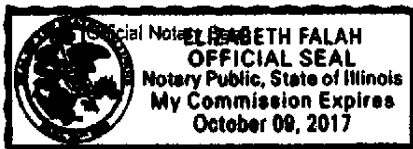
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### NOTARY ACKNOWLEDGEMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On 03/23/15, before me, Elizabeth FALAH a notary public for and within the said county, personally appeared, NASER AHMAD, as the Borrower(s), personally known to me (or 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 acknowledge 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) on the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



By: [Signature]  
Notary Public: Elizabeth FALAH  
My Commission Expires: OCT 9, 2017

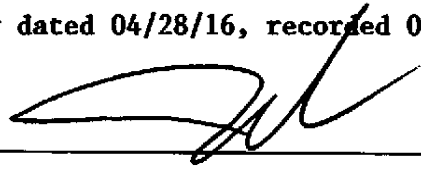
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Lender:

M&T Bank, by Its Attorney in Fact, Bayview Loan Servicing, LLC

Power of Attorney dated 04/28/16, recorded 05/17/16,  
Doc# 1613850009

By: \_\_\_\_\_



MARK CHURCHILL, First Vice President  
(Type In Name of Signatory)

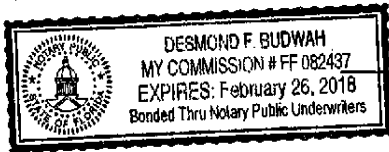
STATE OF FLORIDA ):

COUNTY OF BROWARD ):

On 5/5/16 [date], before me, DESMOND F. BUDWAH  
[insert name of Notary public], a notary public for and within the said county, personally  
appeared, MARK CHURCHILL [insert name of signatory],  
First Vice President of Bayview Loan Servicing, LLC, as Attorney in Fact for M&T Bank;  
Attorney-In-Fact's address is 4425 Ponce De Leon Blvd., 5<sup>th</sup> Floor, Coral Gables,  
Florida 33146, personally known to me (or 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.

WITNESS my hand and official seal.

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



DESMOND F. BUDWAH  
(Name typed, printed or stamped), Notary Public

FF082437  
(Serial/Commission number, if any)

FEBRUARY 26, 2018  
(Commission Expiration Date)

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## SCHEDULE A

Lot 2 In The Villas Of Fountain Hills Phase 1, Plat Of Subdivision Of Part Of The West Half Of The Southwest Quarter Of Section 32, Township 36 North, Range 12, East Of The Third Principal Meridian, According To The Plat Thereof Recorded October 30, 2002, As Document No. 0021199943, In Cook County, Illinois

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## SCHEDULE B

**as assigned by assignment from JPMorgan Chase Bank, National Association successor in interest by purchase from the Federal Deposit Insurance Corporation as receiver of Washington Mutual Bank F/K/A Washington Mutual Bank, F.A. to Bayview Loan Servicing, LLC, dated 12/07/13, recorded 12/30/13, Document Number 1336406004.**

Property of Cook County Clerk's Office