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Doc#: 1616155007 Fee: \$66.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/09/2016 08:58 AM Pg: 1 of 10

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244

This Document Prepared By:
Tuyet Tran, Specialist
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054

Parcel ID Number: 21211250440000

[Space Above This Line For Recording Data] _____
Original Recording Date: December 31, 2004
Original Loan Amount: \$144,500.00
Original Lender Name: MidAmerica Bank, FSB
New Money: \$951.64
Loan No.: 0052228137
MIN Number: 100135390063000906

Prepared Date: June 01, 2015

HOME EQUITY LINE OF CREDIT MODIFICATION AGREEMENT

Borrower ("I"): **ALMA V PITTMAN AKA ALMA PITTMAN, AN UNMARRIED PERSON.** If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Lender or Servicer ("Lender"): **Wells Fargo Bank, N.A. as Indenture Trustee for Navigator Mortgage Loan Trust 2008-2 as successor in interest to MidAmerica Bank, FSB, whose address is 9062 Old Annapolis Rd, Columbia, MD 21045**

Date of home equity line of credit ("HELOC"), deed of trust, or security deed and Note ("Note"): **November 19, 2004**

Loan Number: **0052228137**
Property Address ("Property"): **636 W MARQUETTE
CHICAGO, IL 60621**

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under the Mortgage. MERS is organized and existing under the laws of Delaware, and has a mailing address and



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telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. The MERS street address is 1901 E Voorhees Street, Suite C, Danville, IL 61834.

Legal Description:

See Exhibit "A" attached hereto and made a part hereof;

Assignment from Midamerica Bank, FSB to Mortgage Electronic Registration Systems, Inc. reorded 05/10/07, Doc 0713022077.

ASSIGNMENT FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC ("MERS") AS NOMINEE FOR MidAmerica Bank, FSB TO PHH MORTGAGE CORPORATION, RECORD DATE December 31, 2004, INSTRUMENT 433833177.

RECITALS

WHEREAS, on November 19, 2004, Borrower and Lender entered into an agreement for a Home Equity Line of Credit (the "Home Equity Line of Credit ("HELOC") Agreement").

WHEREAS, the HELOC Agreement is secured by a mortgage lien on the Property.

WHEREAS, Borrower and Lender desire to enter into the present Home Equity Line of Credit Modification Agreement (the "Modification Agreement") for the purpose of modifying the HELOC Agreement;

WHEREAS, the Borrower and Lender agree, subject to the terms set forth in this Modification Agreement, to modify the HELOC Agreement by converting the HELOC into a fixed rate, second lien, closed-end loan (a "Second Lien Mortgage Loan"), the terms for which are set forth in this Modification Agreement.

WHEREAS, the Modification Agreement shall be effective as of July 15, 2015 (the "Modification Effective Date").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower and Lender mutually covenant agree as follows:

REPRESENTATIONS AND COVENANTS OF THE BORROWER

I, the Borrower, certify, represent to Lender, covenant and agree that:

1. The HELOC Agreement has not been previously modified under another private or government-sponsored modification program;
2. The HELOC Agreement is a junior encumbrance on the Property, subordinate only to the any first lien, any tax or mechanic's liens, or other non-mortgage related liens that may have priority;
3. 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;



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4. I intend to make all payments required under this Modification Agreement;
This Modification Agreement will not take effect unless the conditions set forth herein have been satisfied.

ACKNOWLEDGEMENT AND PRECONDITIONS

I, the Borrower, understand and acknowledge that:

1. If, prior to the Modification Effective Date, the Lender determines that any of my Representations and Covenants are no longer true and correct, or any Covenant has not been performed, the HELOC Agreement 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 HELOC Agreement; and
2. I understand that the HELOC Agreement 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 has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the HELOC Agreement if I fail to meet any one of the requirements under this Modification Agreement.

THE MODIFICATION

If my Representations and Covenants set forth herein continue to be true in all material respects, and all Preconditions to this Modification Agreement have been met, the HELOC Agreement will automatically become modified, and all unpaid late charges that remain unpaid will be waived.

1. The Original Maturity Date was . The Modified Maturity Date will be April 15, 2035.
 This Modification Agreement does not extend or change the Maturity Date provided for in the HELOC Agreement or Security Instrument.
2. The modified principal balance of the HELOC shall 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 .
3. The new principal balance of my Second Lien Mortgage Loan will be **\$145,246.64** (the "New Principal Balance").
4. 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.
5. **\$76,000.00** 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 **\$69,246.64**. Interest at the rate of **3.500%** will begin to accrue on the Interest Bearing Principal Balance as of **June 15, 2015** and the first new monthly payment on the Interest Bearing



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Principal Balance will be due on **July 15, 2015**. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Payment Amount	Payment Begins On	Number of Monthly Payments
1-20	3.500%	June 15, 2015	\$403.94	July 15, 2015	238

6. I will be in default if I do not comply with the terms of this Modification Agreement.
7. The first modified payment for the Second Lien Mortgage Loan created through this Modification Agreement will be due on **July 15, 2015**.

ADDITIONAL AGREEMENTS

I, the Borrower, agree to the following:

1. That all persons who signed the HELOC Agreement or their authorized representative(s) have signed this Modification Agreement, unless (i) a Borrower or co-Borrower is deceased; (ii) the Borrower and co-Borrower are divorced and the property (a) has been transferred to one spouse in the divorce decree, or (b) the spouse who no longer has an interest in the property need not otherwise sign this Modification Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Second Lien Loan Documents); or (iii) the Lender has waived this requirement in writing.
2. 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 as to the HELOC Agreement.
3. That the HELOC Agreement, as modified by this Modification Agreement, is a duly valid, binding agreement, enforceable in accordance with its terms and is hereby reaffirmed.
4. That all terms and provisions of the HELOC Agreement, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the HELOC Agreement; 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 HELOC Agreement.
5. That, as of the Modification Effective Date, notwithstanding any other provision of the HELOC Agreement, if all or any part of the Property or any interest in the property 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 Second Lien Mortgage Loan created through this Modification Agreement. 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 time I must pay all sums in full that are due and payable under the Second Lien Mortgage Loan created through this Modification Agreement. If I fail to pay



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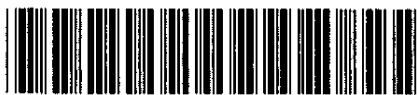
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these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Secondary Lien Mortgage Loan without further notice or demand on me.

6. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Second Lien Mortgage Loan created through this Modification Agreement, 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 Second Lien Mortgage Loan created through this Modification Agreement. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
7. 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 Second Lien Mortgage Loan created through this Modification Agreement remains in the same relative lien position as existed prior to the modification, and/or is fully enforceable upon modification; and that if, under any circumstance and notwithstanding 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.
8. 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 HELOC Agreement shall continue in full force and effect and such terms will not be modified by this Modification Agreement.
9. That I, the Borrower, consent to the termination of my ability to draw additional amounts under the open-end line of credit created by the HELOC Agreement.
10. 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 certain other parties as permitted by applicable federal, state and local law, including, but not limited to, (i) the U.S. Department of the Treasury; (ii) Fannie Mae and Freddie Mac, if and when applicable; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or second mortgage loan(s); and (iv); and any HUD certified housing counselor.
11. That if any document related to the HELOC Agreement and/or this Modification Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Second Lien Mortgage Loan created through this Modification Agreement, 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.
12. I acknowledge that the mortgage insurance premiums on the Second Lien Mortgage Loan created through this Modification Agreement, 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



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cancellation of mortgage insurance may change as a result of the New Principal Balance.

NO RELEASE

Nothing herein invalidates or shall impair or release any covenants, conditions, agreements or stipulations in the Note and Security Instrument and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions, and stipulations of the Note and Security Instrument which are not inconsistent herewith. This Modification Agreement shall not constitute a novation.

BINDING EFFECT

This Modification Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.

Property of Cook County Clerk's Office



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

Alma Pittman
ALMA V PITTMAN AKA ALMA PITTMAN -Borrower

(Seal)

_____ [Space Below This Line For Acknowledgments] _____

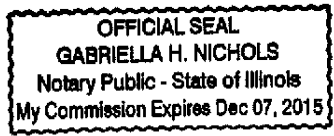
State of Illinois

County of Cook

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

Fri., 6-12-2015 by ALMA V PITTMAN AKA ALMA PITTMAN.

Gabriella H. Nichols
(Signature of person taking acknowledgment)



My Commission Expires on 12-07-2015

Origination Company: Wells Fargo Bank, N.A. as Indenture Trustee for Navigator Mortgage Loan Trust 2008-2 as successor in interest to Mid-America Bank, FSB
NMLSR ID: 2726



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Wells Fargo Bank, N.A. as Indenture Trustee for Navigator Mortgage Loan Trust 2008-2 as successor in interest to MidAmerica Bank, FSB

By:  **ELIZABETH ANN LASHLEY** Asst. V.P. (Seal) - Lender
Name:
Title: PHH Mortgage Corporation as Limited Power of Attorney for Wells Fargo Bank

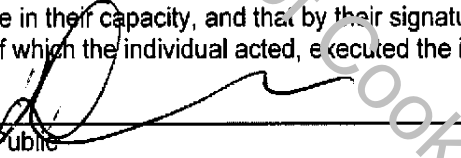
5/9/16
Date of Lender's Signature

_____[Space Below This Line For Acknowledgments]_____
State of New Jersey, County of Burlington

On 5/9, 2016, before me, **DONNA M. WALKER**
(please print NOTARY PUBLIC's name)

a Notary Public in and for said State, personally appeared

ELIZABETH ANN LASHLEY Asst. V.P. of the
Corporation, 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

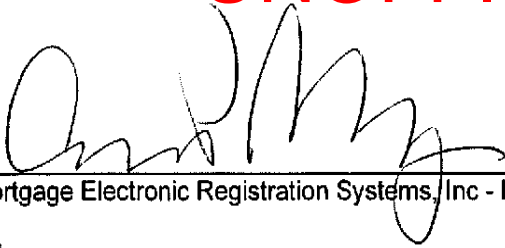
Notary Public of New Jersey
My Commission expires: _____

Donna M. Walker
Notary Public of New Jersey
My Commission Expires 1/15/2019



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Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title:

Name **Amber Mooney**
Assistant Secretary

Title
Date of Signature: 5/9/16

[Space Below This Line For Acknowledgments]

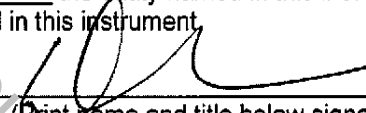
State of New Jersey, County of Burlington SS.:

I CERTIFY that on 5/9/16
Amber Mooney
Assistant Secretary

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as **Amber Mooney**
Assistant Secretary
- of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** the entity named in this instrument; and;
- (c) executed this instrument as the act of the entity named in this instrument.

Donna M. Walker
Notary Public of New Jersey
My Commission Expires 1/15/2019


(Print name and title below signature)

5/9/2016
Date



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LOAN 0052228137

EXHIBIT A

4. The land referred to in this report is as described as follows:

County: COOK
Property Address: 636W MARQUETTE
Chicago, IL 60621

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS KNOWN AND DESCRIBED AS FOLLOWS, TO WIT:

LOT 6 AND THE EAST 4 FEET OF LOT 7 IN SUBDIVISION OF THE SOUTH ONE-THIRD OF LOTS 9 AND 10 AND ALL OF LOTS 11 TO 16, BOTH INCLUSIVE, IN BLOCK 17 IN LINDEN GROVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH ALL AND SINGULAR THE HEREDITAMENTS AND APPURTENANCES, THEREUNTO BELONGING, OR IN ANYWISE APPERTAINING, AND THE REVERSION AND REVERSIONS, REMAINDER AND REMAINDERS, RENTS, ISSUES AND PROFITS THEREOF, AND ALL THE ESTATE, RIGHT, TITLE, INTEREST, CLAIM AND DEMAND WHATSOEVER OF THE GRANTOR, EITHER IN LAW OR EQUITY, OF, IN AND TO THE ABOVE BARGAINED PREMISES, WITH THE HEREDITAMENTS AND APPURTENANCES.

TAX ID #: 20-21-125-044

For information only: Property Address: 636 W MARQUETTE, CHICAGO, IL 60621