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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/25/2016 09:46 AM Pg: 1 of 9

This Document Prepared By:
MICHAEL MCARTHUR
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE
303
MERIDEN, CT 06450
(885) 884-2250

When Recorded Mail To:
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE
303
MERIDEN, CT 06450

Tax/Parcel #: 17-04-220-059-1014

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$268,000.00 **Freddie Mac Loan No.:494526068**
Unpaid Principal Amount: \$115,201.58 **Loan No: 0003081890**
New Principal Amount: \$119,442.99
Capitalization Amount: \$4,241.41

LOAN MODIFICATION AGREEMENT (MORTGAGE) **(To a Fixed Interest Rate)**

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER. ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 14TH day of OCTOBER, 2016, between PLANET HOME LENDING, LLC ("Lender"), whose address is 321 RESEARCH PARKWAY, SUITE 303, MERIDEN, CT 06450, and THERESA M. LUCAS A SINGLE WOMAN ("Borrower"), whose address is 247 WEST SCOTT STREET #304, CHICAGO, ILLINOIS 60610, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated NOVEMBER 22, 2002, in the original principal sum of U.S. \$268,000.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, the Note bearing the same date as and recorded on DECEMBER 27, 2002 in INSTRUMENT NO. 0021441441, of

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 02112016_57

0003081890

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the OFFICIAL Records of COOK COUNTY, ILLINOIS. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

247 WEST SCOTT STREET #304, CHICAGO, ILLINOIS 60610
[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, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **OCTOBER 1, 2016**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$119,442.99**.
2. Interest Rate. 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 **5.8750%**, beginning **OCTOBER 1, 2016**, both before and after any default described in the Note. The yearly rate of **5.8750%** will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. **\$646.81**, beginning on the **1ST** day of **NOVEMBER, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 1, 2056**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **321 RESEARCH PARKWAY, SUITE 303, MERIDEN, CT 06450** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

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7. **Compliance with Covenants.** 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.
8. 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 where 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.

Property of Cook County Clerk's Office

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In Witness Whereof, I have executed this Agreement.

Theresa M. Lucas
Borrower: **THERESA M. LUCAS**

26 Oct 2016
Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

County of *Cook*

This instrument was acknowledged before me on *26 OCT 2016* (date) by

THERESA M. LUCAS (name/s of person/s acknowledged).

Alexis Garcia

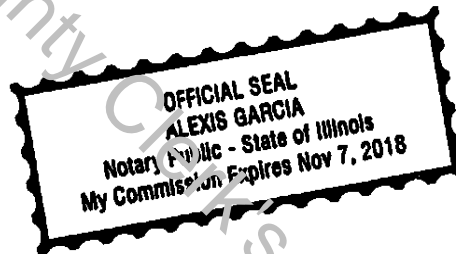
Notary Public

(Seal)

Printed Name: *Alexis Garcia*

My Commission expires:

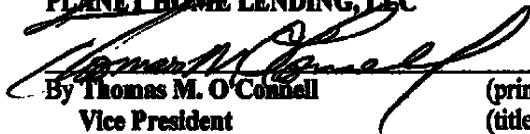
11-07-2018



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In Witness Whereof, the Lender have executed this Agreement.

PLANET HOME LENDING, LLC


By Thomas M. O'Connell (print name)
Vice President (title)


11/14/16
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF CT
COUNTY OF New Haven

The foregoing instrument was acknowledged before me this 14th day of November, 20 16 by **THOMAS M. O'CONNELL**, the **VICE PRESIDENT** of **PLANET HOME LENDING, LLC**, a company, on behalf of said company.


Notary Public



Printed Name: _____
My commission expires: _____

THIS DOCUMENT WAS PREPARED BY:
MICHAEL MCARTHUR
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450

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EXHIBIT A

BORROWER(S): THERESA M. LUCAS A SINGLE WOMAN

LOAN NUMBER: 0003081890

LEGAL DESCRIPTION:

PARCEL 1:

UNIT # 307 & P16 & P17 IN THE CONDOMINIUMS OF OLD TOWN SQUARE II AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF LOT 10 IN OSCAR MAYER'S RESUBDIVISION OF VARIOUS LOTS AND VACATED ALLEYS IN VARIOUS SUBNS IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 00024774, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH IN THE AFORESAID DECLARATION RECORDED AS DOCUMENT NUMBER 00024774 AND IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 00024773 AND THE INSTRUMENTS REFERRED TO THEREIN.

ALSO KNOWN AS: 247 WEST SCOTT STREET #304, CHICAGO, ILLINOIS 60610

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Modification Due on Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of October, 2016, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Theresa M. Lucas (the "Borrower") and Planet Home Lending, LLC (the "Servicer") covering the Property described in the Loan Modification Agreement located at:

247 W Scott #304, Chicago, IL 60610

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Servicer covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Servicer's prior written consent, Servicer 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 Servicer if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

If Servicer exercises this option, Servicer 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, Servicer may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

20 Oct 2016

(Seal)

Theresa M. Lucas

Date

Theresa M. Lucas

-Borrower

(Seal)

Date

-Borrower

Date

Planet Home Lending, LLC

By:

Theresa M. Lucas

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Date: OCTOBER 14, 2016

Loan Number: 0003081890

Lender: PLANET HOME LENDING, LLC

Borrower: THERESA M. LUCAS

Property Address: 247 WEST SCOTT STREET #304, CHICAGO, ILLINOIS 60610

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.



20 OCT 2016

Borrower _____ Date
THERESA M. LUCAS

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

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Date: OCTOBER 14, 2016

Loan Number: 0003081890

Lender: PLANET HOME LENDING, LLC

Borrower: THERESA M. LUCAS

Property Address: 247 WEST SCOTT STREET #304, CHICAGO, ILLINOIS 60610

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of PLANET HOME LENDING, LLC

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

Theresa M. Lucas
THERESA M. LUCAS

20 OCT 2016

Date

Date

Date

Date

Date

Date