Doc#. 1701749147 Fee: \$62.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 01/17/2017 10:29 AM Pg: 1 of 8

After Recording Paturn To:

RUTH RUHL, P.C

Attn: Recording Department 12700 Park Central Drive, Suite 850

Dallas, Texas 75251

Prepared By:

RUTH RUHL, P.C. 12700 Park Central Drive, Suite 850 Dallas, Texas 75251

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Loan No.: 0012239109

MERS No.: 101220500017199513

MERS Phone: 1-888-679-6377

FHA Crue No.: 137-7807500-734

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 14th day of December, 2016, between Mateusz Scehura, a married man, whose address is 9192 South Road Unit B, Palos Hills, Illinois 60465

("Bo rowe:/Grantor")

and The Money Source, Inc., whose address is 500 South Broad Street, Suite 100A, Meriden, Connection, 06150

("Lender/Grantee"),

and Mortgage Electronic Registration Systems, Inc.

("Mortgag :e"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated October 23rd, 2014 , granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on October 30th, 2014 , in Mortgage Book N/A , Page N/A

Instrument No. 1430329090

, Official Records of Cook

County, Illinois

and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 9192 South Road Unit B, Palos Hills, Illinois 60465

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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, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of February 1st, 2017, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 106,091.07, 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 3.750 %, from

 January 1st, 2017 . Borrower promises or take monthly payments of principal and interest of

 U.S. \$ 491.32 . beginning on the 1st day of February , 2017 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.750 % will remain in effect until principal and interest are paid in full. I fon January 1st, 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.
- 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 sometimed 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 some prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without for the notice or demand on Borrower.
- 4. Borrower also will comply with all other covenants, agreements, and requirer to a of 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 Borrower is bligged to make under the Security Instrument; however, the following terms and provisions are forever canceled, radi and void, as of the specified date in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implement and 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.

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Borrower understands and agrees that:

- All the rights and remedies, stipulations, and conditions contained in the Security Instrument (a) 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.
- 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.
- Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole (c) or in part of the Note and Security Instrument.
- All cooks and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and me ney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated of er vise by Lender.
- 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, ao inistrators, and assigns of the Borrower.
- Borrower authorizes Lend 1, at d 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 helicones and activity, including information about any modification or foreclosure relief programs, with Third Parties that an assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support rervices 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 any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or 7m 1 Parties.

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

- "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is (g) acting solely as nominee for Lender and Lender's successors and assigns. MERS is the law gagee/Beneficiary of record under the Security Instrument and this Agreement. MERS is organized and exis ing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, t.1. (888) 679-MERS.
- If applicable, by this paragraph, Lender is notifying Borrower that any prior waive, by Lender of 6. Borrower's obligations to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Form wer has been advised of the amount needed to fully fund the Escrow Items.
- Borrower will pay to Lender on the day payments are due under the Loan Documents as arronded by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for (3) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been

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waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the times pecified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and recordance with applicable law.

The Funds shall be beld in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender

shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is mode in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RUSFA.

If there is a surplus of Funds held in escrow, as tefined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shot age of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but a no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make v_F the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lendar shall promptly refund Borrower any Funds held by Lender.

	Mateusz Scehura Schallen -Borrowe
Date	
Date	(Seal
Date	

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UNOFFICIAL COPY

Loan No.: 0012239109	
BORROWER ACKNOWLEDGMENT	
State of Ilinois & & County of Coch & & County of Coch & S County of July of Coching, July , before me, Robert Coching [name of notary], a Notary Public in and for said state,	
personally appeared Mateusz Scehura	
[name of person or nowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated.	
(Seal) That Willis	_
(Seal) Notary Signature Robert Durling	
Type or Print Name of Notary	_
Notary Public, State of - Ninci S	_
Official Sear S	
Notary Public State of Illinois My Commission Expires 01/12/2020	
Notary Public State of Illinois My Commission Expires 01/12/2020 My Commission Expires: 1-12-322	

Loan No.: 0012239109	
	e
The Money Source, IncLende	- r
Ву:	_
Printed/Typed Name: Fail Cooper	_
Its: VICE President	
TENDEDAG	KNOWLEDGMENT
	ANOWLEDGMENT
State of Connecticut § County of New Haven § On this 28 day of Decem	Sold, before me, logical state, before me, and state,
personally appeared . Ear I Couper, Vice	Mosi Just of The Money Source, Inc.
personally known to me to be the person who executed acknowledged to me that he/she/they executed the sam	, Lender, d the within instrument on behalf of said entity, and ne for the purpose therein stated.
(Seal)	Type or Print Name of Notary
_	Notary Public, State of Connecticut
GREG PALM JR. NOTARY PUBLIC STATE OF CONNECTICUT MY COMM. EXP. 11-30-18	My Commission Expires: 1/-30-18

Loan No.: 0012239109	
12 28 16 -Date	
Mortgage Electronic Registration Systems, IncMortgagee	
By:	
Its: Assistant Secretary	
MORTGAGEE A	CKNOWLEDGMENT
	, before me,
(Seal)	Type or Print Name of Notary
	Notary Public, State of Connecticut My Commission Expires: // 3à-18
GREG PALM JR. NOTARY PUBLIC STATE OF CONNECTICUT MY COMM. EXP. 11-30-18	

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EXHIBIT "A"

Parcel One:

Unit N. 9192-B, in Woods Edge Condominium, as Delineated on the Survey of Certain Parts of Lot A (Except that part Falling in Kean Avenue in McGrath and Ahern Subdivision of Part of the North Half of Section 22, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; (Hereinafter referred to as Parcel) Which survey is attached as Exhibit "B" and the Declaration of Condominium Ownership Made by Atena State Bank, a Corporation of the State of Illinois A: Trustee, Under Trust Agreement Dated May 6, 1976 and known as Trust Number 10-2109 Recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 23667056, and as amended from Time to Time together with its undivided Percentage Interest in Said Parcel, all in Cook County, Illinois.

Parcel Two:

Easements Appurtenant to and for the Benefit of Parcel One, as Set Forth in the Declaration of Easements made by Atena State Bank, a Corporation of the State of Illinois, as Trustee, Under Trust Agreement Dated May 5, 1976 and known as Trust Number 10-2109 Recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 23467054 and as Created in the Deed From Atena State Bank, a Corporation of the State of Illinois, as Trustee, Under Trust Agreement Dated May 6, 1976 and known as Trust Number 10-2109 to John F. Crowley Dated November 15, 1976 and Recorded July 27, 1976 as Document Number 25071485, For Ing.es. and Egress, in Cook County, Illinois. C/O/7/5 O/F/CO

PIN NUMBER: 23-22-200-034-1014

PROPERTY ADDRESS: 9192 South Road Unit B, Palos Hills, IL 60465.