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Doc#: 1703806260 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/07/2017 11:41 AM Pg: 1 of 7

After Recording Return To:
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1637 NW 136th Avenue Suite G-100
Sunrise, FL 33323

This Document Prepared By:
LAURA MOLESKI
RoundPoint Mortgage Servicing Corporation
5016 Parkway Plaza Blvd, Suite 200
Charlotte, NC 28217

Parcel ID Number: 07-14-301-006

_____[Space Above This Line For Recording Data]_____
Original Recording Date: **May 05, 2010** Loan No: **1001367596**
Original Loan Amount: **\$209,571.00** Investor Loan No: **216990387**
New Money: **\$62,046.22**

LOAN MODIFICATION AGREEMENT

(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11th day of January, 2017, between **DANIEL ZEIT AKA DANIEL R. ZEIT** ("Borrower") and **QUEEN'S PARK OVAL ASSET HOLDING TRUST, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT**, whose address is **5016 Parkway Plaza Blvd, Suite 200, Charlotte, NC 28217** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **April 19, 2010** and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **6600259** and recorded on **May 05, 2010**, of the Official Records of **LAKE 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
1113 NORTH RIVERSIDE DRIVE, GURNEE, IL 60031,
(Property Address)

the real property described being set forth as follows:

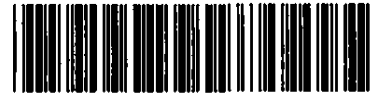
See Exhibit "A" attached hereto and made a part hereof;

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **January 1, 2017**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$261,341.08**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.



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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 **5.250%**, from **January 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,365.49**, 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 **5.250%** will remain in effect until principal and interest are paid in full. If on **January 1, 2046** (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 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



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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 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 [].

6. This Agreement modifies an obligation secured by an existing security instrument recorded in LAKE County, IL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$199,294.86. The principal balance secured by the existing security instrument as a result of this Agreement is \$261,341.08, which amount represents the excess of the unpaid principal balance of this original obligation.

7. **Additional Agreements.** I agree to the following:

That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and



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co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.

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

Daniel R. Zeit (Seal)
DANIEL ZEIT AKA DANIEL R. ZEIT -Borrower

_____[Space Below This Line For Acknowledgments]_____

State of Illinois

County of Lake

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

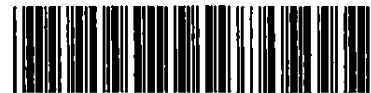
1/17/17 by DANIEL ZEIT AKA DANIEL R. ZEIT.

Melissa Roses
(Signature of person taking acknowledgment)

My Commission Expires on 05/07/2019



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QUEEN'S PARK OVAL ASSET HOLDING TRUST, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT

By: _____ (Seal) - Lender

Name: Stephanie Rossow

Title: Portfolio Manager

Date of Lender's Signature: Jan. 30, 2017

[Space Below This Line For Acknowledgments] _____

State of NORTH CAROLINA
County of MECKLENBURG

I, Diane F. Camp, a Notary Public in and for said state, (name/title of official) do hereby certify that

Stephanie Rossow, the Portfolio Manager of QUEEN'S PARK OVAL ASSET HOLDING TRUST, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.

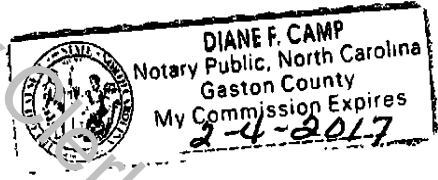
Witness my hand and (where an official seal is required by law) official seal this the 30th day of Jan., 2017.

Diane F. Camp
(signature of officer)

Diane F. Camp
Type or Print Name of Notary

Notary Public, State of North Carolina

My Commission Expires: Feb. 4, 2017



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Exhibit "A"

Loan Number: 1001367596

Property Address: 1112 NORTH RIVERSIDE DRIVE, GURNEE, IL 60031

Legal Description:

LOT 8 IN DADYS RIVERVIEW SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 14, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 4, 1946 AS DOCUMENT 581320 IN BOOK 30 OF PLATS, PAGES 32 AND 33, IN LAKE COUNTY, ILLINOIS. P.I.N. 07-14-301-006.



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Loan No.: 1001367596

BALLOON ADDENDUM


THIS ADDENDUM is made this 11th day of January, 2017, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date, given by the undersigned (the "Borrower") which modifies Borrower's Note and Security Instrument to **QUEEN'S PARK OVAL ASSET HOLDING TRUST, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT** (the "Lender") and covers the Property located at:

1113 NORTH RIVERSIDE DRIVE, GURNEE, IL 60031
[Property Address]

In addition to the agreements made in the Loan Modification Agreement, Borrower and Lender further agree as follows:

"THIS LOAN MUST EITHER BE PAID IN FULL AT MATURITY OR CONVERTED TO A MARKET LEVEL FIXED RATE OVER THE EXTENDED REMAINING TERM. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE IF YOU DO NOT QUALIFY. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER."

By signing below, Borrower accepts and agrees to the terms and covenants contained herein.



DANIEL ZEIT AKA DANIEL R. ZEIT - Borrower (Seal)

QUEEN'S PARK OVAL ASSET HOLDING TRUST, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT

By: _____ (Seal) - Lender

Name: Stephanie Rossow

Title: Portfolio Manager

January 30, 2017
Date of Lender's Signature

