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Doc#: 1703833059 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/07/2017 10:51 AM Pg: 1 of 7

This Document Prepared By:
TIFFANY GALLOWAY
CITIZENS BANK, N.A.
10561 TELEGRAPH RD
GLEN ALLEN, VA 23059
(877) 745-7364

When Recorded Mail To:
CITIZENS BANK, N.A.
10561 TELEGRAPH RD
GLEN ALLEN, VA 23059

Tax/Parcel #: 19184100400000

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Original Principal Amount: \$80,000.00

Fannie Mae Loan No.: 131961195

Unpaid Principal Amount: \$21,058.30

Loan No: 0014002778

New Principal Amount: \$34,796.40

New Money (Cap): \$13,738.10

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20TH day of SEPTEMBER, 2016, between **CHERI NORWAY, UNMARRIED, A/K/A CHERI ANNE NORWAY, SINGLE NEVER MARRIED** ("Borrower") whose address is **6534 WEST 60TH PLACE, CHICAGO, ILLINOIS 60638** and **CITIZENS BANK, N.A. F/K/A RBS CITIZENS, N.A. S/B/M TO CHARTER ONE BANK, N.A.** ("Lender"), whose address is **10561 TELEGRAPH RD, GLEN ALLEN, VA 23059**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JANUARY 2, 2003** and recorded on **JANUARY 21, 2003** in **INSTRUMENT NO. 0030096407 BOOK N.A. PAGE N.A.**, of the **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 the Security Instrument and defined therein as the "Property", located at

6534 WEST 60TH PLACE, CHICAGO, ILLINOIS 60638

(Property Address)

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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, **OCTOBER 1, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$34,796.40**, 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 **5.7500%** from **SEPTEMBER 1, 2016**. Borrower promises to pay monthly payments of principal and interest of U.S. **\$244.30** beginning on the **1ST** day of **OCTOBER, 2016** and continue. The yearly rate of **5.7500%** will remain in effect until the principal and interest are paid in full. If on **September 1, 2036** (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
 - (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

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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 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 .

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In Witness Whereof, I have executed this Agreement.

Cheri Norway AKA Cheri Anne Norway
Borrower: CHERI NORWAY, AKA CHERI ANNE NORWAY

10-24-16
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 10-24-16 (date) by

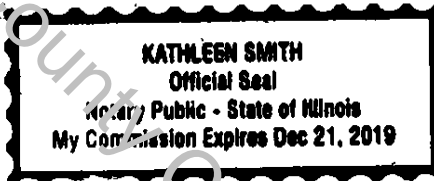
CHERI NORWAY, AKA CHERI ANNE NORWAY (name/s of person/s acknowledged).

Kathleen Smith

Notary Public
(Seal)

Printed Name: Kathleen Smith

My Commission expires:
12-21-19



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In Witness Whereof, I have executed this Agreement.

Cheri Norway aka Cheri Anne Norway
Borrower: **CHERI NORWAY, AKA CHERI ANNE NORWAY**

10-25-16
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

County of Coor

This instrument was acknowledged before me on 10/25/2016 (date) by

CHERI NORWAY, AKA CHERI ANNE NORWAY (name/s of person/s acknowledged).

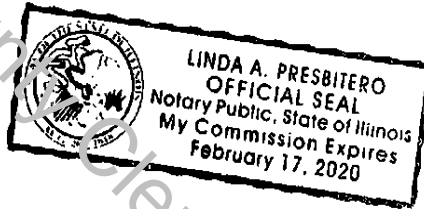
Notary Public

(Seal)

Printed Name: Linda A Presbitero

My Commission expires:

2-17-20



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In Witness Whereof, the Lender have executed this Agreement.

CITIZENS BANK, N.A. F/K/A RBS CITIZENS, N.A. S/B/M TO CHARTER ONE BANK, N.A.

By Chasity Morris CHASITY MORRIS 10-31-16
(print name) Date
(title)

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LENDER ACKNOWLEDGMENT

State of Virginia

County of Henrico

This foregoing instrument was acknowledged before me on

10/31/16 by

Chasity Morris the

Assistant Vice President of CITIZENS BANK, N.A. F/K/A RBS CITIZENS,

N.A. S/B/M TO CHARTER ONE BANK, N.A., a company, on behalf of the company.

[Signature]
Notary Public

Printed Name: Sidney R. Murphy
My commission expires: June 30, 2017

SIDNEY R. MURPHY
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
COMMISSION ID # 7539382
MY COMMISSION EXP. JUNE 30, 2017

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EXHIBIT A

**BORROWER(S): CHERI NORWAY, UNMARRIED, A/K/A CHERI ANNE NORWAY, SINGLE
NEVER MARRIED**

LOAN NUMBER: 0014002778

LEGAL DESCRIPTION:

**THE WEST 37 1/2 FEET OF THE EAST 75 FEET OF LOT 6 IN BLOCK A IN THE THIRD
ADDITION TO FREDERICK H. BARTLETT'S 63 STREET INDUSTRIAL DISTRICT, BEING A
RESUBDIVISION OF BLOCK 5 AND THE WEST 1/2 OF BLOCKS 3 AND 8 IN HALL'S ADDITION
TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION
18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY ILLINOIS**

ALSO KNOWN AS: 6534 WEST 40TH PLACE, CHICAGO, ILLINOIS 60638