

UNOFFICIAL COPY

Doc#: 1704008102 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/09/2017 12:30 PM Pg: 1 of 7

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

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

Parcel ID Number: 02081020100000

_____[Space Above This Line For Recording Data]_____

Original Recording Date: **February 13, 2013** Loan No: **7135594971**
Original Loan Amount: **\$417,000.00** Investor Loan No: **750123397**
Original Lender Name: **Cherry Creek Mortgage** MIN Number: **100030200309041588**
Co., Inc.
New Money: **\$70,842.25**
Prepared Date: December 19, 2016

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

This Loan Modification Agreement (the "Agreement"), made and effective this 19th day of December, 2016, between **CHRISTOPHER MIGALSKI, A MARRIED MAN** ("Borrower") and **Mortgage Electronic Registration Systems, Inc. as nominee for Cherry Creek Mortgage Co., Inc., whose address is 7600 E Orchard Rd #250-N, Greenwood Village, CO 80111** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender, dated **January 18, 2013**, in the original principal sum of U.S. **\$417,000.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Rider(s), if any, dated the same date as the Note and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **1304442017** and recorded on **February 13, 2013**, of the Official Records of **Cook County, IL**. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at
194 BETTY DRIVE, INVERNESS, IL 60010,
(Property Address)

the real property described being set forth as follows:



* 7 1 3 5 5 9 4 9 7 1 *

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)—Single Family—Freddie Mac
UNIFORM INSTRUMENT

Loan No: 7135594971

8305 08/14



* 7 3 9 9 6 + 1 4 *

Form 5161

3/04 (page 1 of 6)

UNOFFICIAL COPY

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 or Security Instrument):

1. **Current Balance.** As of **January 1, 2017**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$461,343.64**.
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 **4.125%**, beginning **January 1, 2017**, both before and after any default described in the Note. The yearly rate of **4.125%** 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. **\$1,964.15**, 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. If on **January 1, 2037** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, Borrower will pay these amounts in full on the Maturity Date.
4. **Place of Payment.** Borrower must make the monthly payments at **PO Box 5457, Palatine, IL 60055-0112** 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.

7. **Compliance with Covenants.** Borrower also will comply with all other covenants, agreements, and



* 7 1 3 5 5 9 4 9 7 1 *

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)—Single Family—Freddie Mac
UNIFORM INSTRUMENT

Loan No: 7135594971

8305 08/14



* 7 3 9 9 6 + 1 4 *

Form 5161

3/04 (page 2 of 6)

UNOFFICIAL COPY

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. This Agreement modifies an obligation secured by an existing security instrument recorded in Cook 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 \$390,501.39. The principal balance secured by the existing security instrument as a result of this Agreement is \$461,343.64, which amount represents the excess of the unpaid principal balance of this original obligation.

"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, of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

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.



* 7 1 3 5 5 9 4 9 7 1 *

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)—Single Family—Freddie Mac

UNIFORM INSTRUMENT

Loan No: 7135594971

8305 08/14



* 7 3 9 9 6 + 1 4 *

Form 5161

3/04 (page 3 of 6)

UNOFFICIAL COPY

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

Christopher Migalski

CHRISTOPHER MIGALSKI -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

Dec 09 2016 by CHRISTOPHER MIGALSKI.

Alice Kadzielawski

(Signature of person taking acknowledgment)



My Commission Expires on 06/21/20

Origination Company: **Mortgage Electronic Registration Systems, Inc. as nominee for Cherry Creek Mortgage Co., Inc.**
NMLSR ID: 2726



* 7 1 3 5 5 9 4 9 7 1 *

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)—Single Family—Freddie Mac
UNIFORM INSTRUMENT

Loan No: 7135594971

8305 08/14



* 7 3 9 9 6 + 1 4 *

Form 5161

3/04 (page 4 of 6)

UNOFFICIAL COPY

Mortgage Electronic Registration Systems, Inc. as nominee for Cherry Creek Mortgage Co., Inc.

By: *Elizabeth Lashley* **Elizabeth Lashley, Asst. Secretary** (Seal) - Lender
Name: _____

Title: ASSISTANT SECRETARY

2/6/17
Date of Lender's Signature

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

On 2/6, 2017, before me, Amelia Curiale,
(please print **NOTARY PUBLIC's** name)

a Notary Public in and for said State, personally appeared

Elizabeth Lashley, Asst. Secretary

_____ 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.

A. Curiale
Notary Public

Notary Public of New Jersey
My Commission expires: _____

AMELIA L CURIALE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 05/19/2021



* 7 1 3 5 5 9 4 9 7 1 *

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)—Single Family—Freddie Mac
UNIFORM INSTRUMENT

Loan No: 7135594971

8305 08/14



* 7 3 9 9 6 + 1 4 *

Form 5161

3/04 (page 5 of 6)

COOK County Clerk's Office

UNOFFICIAL COPY



Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: Assistant Secretary

Name **Amber Mooney**
Assistant Secretary

Title
Date of Signature: 2/6/17

[Space Below This Line For Acknowledgments]

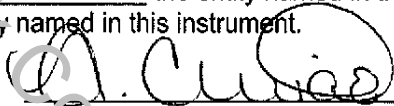
State of New Jersey, County of Burlington SS.:

I CERTIFY that on 2/6/17
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.

AMELIA L CURIALE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 05/19/2021


(Print name and title below signature)
Amelia L Curiale
Date 2/6/17



* 7 1 3 5 5 9 4 9 7 1 *

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)—Single Family—Freddie Mac
UNIFORM INSTRUMENT

Loan No: 7135594971

8305 08/14



* 7 3 9 9 6 + 1 4 *

Form 5161

3/04 (page 6 of 6)

UNOFFICIAL COPY

EXHIBIT A

LOAN #: 7135594971

LOT 19 IN CEDAR KNOLLS. A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office