### UNOFFICIAL CC

Doc#. 1706149028 Fee: \$58.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 03/02/2017 09:40 AM Pg: 1 of 6

This Document Prepared By: **BRANDY MANGALINDAN** CARRINGTON MYRTGAGE SERVICES, LLC CARRINGTON DOCUMENT SERVICES ANAHEIM, CA 92806 1-866-874-5860

When Recorded Mail To: CARRINGTON MORTGAGE SERVICES, LLC CARRINGTON DOCUMENT SERVICES 1600 SOUTH DOUGLASS ROAD, SUITE 200A ANAHEIM, CA 92806

Tax/Parcel #: 31-12-118-001-0000

[Space Above This Live for Recording Data]

Original Principal Amount: \$230,743.00 Unpaid Principal Amount: \$227,665.59 New Principal Amount: \$233,561.16

New Money (Cap): \$5,895.57

FHA/VA/RHS Case No: FR1378193034703 Loan No: 2000015520

#### LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 12TH day of FEBRUARY, 2017, between ALDER M DEROSE MARRIED MAN ("Borrower"), whose address is 2843 BALMORAL CRESCENT, FLOSSMOOR, ILLINOIS 60422 and CARRINGTON MORTGAGE SERVICES, LLC ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated AUGUST 5, 2015 and recorded on AUGUST 11, 2015 in INSTRUMENT NO. 1522349184, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$230,743.00, 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 2848 BALMORAL CRESCENT, FLOSSMOOR, ILLINOIS 60422

the real property described is located in COOK COUNTY, ILLINOIS and 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, MARCH 1, 2017 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$233,561.16, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$5,895.57 and other amounts capitalized, which is limited to escreen and any legal fees and related foreclosure costs that may have been accrued for work completed.
- 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 3.7500%, from MARCH 1, 2017. The yearly rate of 5.7501% will remain in effect until principal and interest are paid in full.
  - Borrower promises to make the total modified monthly mortgage payment of U.S. \$2,539.44, beginning on the 1ST day of APRIL, 2017, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of U.S. \$1,081.66, plus payments for principal and interest of payments for payments for principal and interest of payments for payments f
- 3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.
  - If the Lender exercises this option, the Lender shall give the Porrower 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remains permitted by this Security Instrument without further notice or demand on the Borrower.
- 4. The Borrower also will comply with all other covenants, agreements, and requirements 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 the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of

Trust/Mortgage and Promissory Note/Subordinate Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage and Promissory Noate/Subordinate Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage and Subordinate Note/Mortgage.

- 6. 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 as 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. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and cond to as of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executor, administrators, and assigns of the Borrower.
- 8. Borrower agrees that any losts, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees an Vo. expenses.

In Witness Whereof, I have executed this Agreement.	
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Borrower: ALDER M BEROSE	Date
Borrower:	Date
Borrower.	Date
Borrower:	Date
Borrower:	Date
Borrower:  [Space Bellow This Line for Acknowledgments	Date
BORROWER ACKNOWLEDGMEN 5 State of ILLINOIS	
County of COOK	
This instrument was acknowledged before me on	17,2017 (date) by
ALDER M DEROSE (name/s of person/s acknowledged).	
anticol grave	VAZQUEZ
Notary Public On C	ial Seal - State of Illinois
	xpher Jun 15, 2020
My Commission expires:	Ox
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In Witness Whereof, the Lender have executed	uted this Agreement.		
CARRINGTON MORTCAGE SERVICE	es, lle		222 5
By Jill A. Fuller	(print name)	_€	Date
Director Loss Mitigation, CMS	(title)		- ····
Space Belo	w This Line for Ackno	owledgments]	
LENOER ACKNOWLEDGMENT			
Anotary public or other officer completing			
signed the document to which this certifica	te is attached, and not	the truthfulness,	accuracy, or validity of that
document.	_		
State of County of			
County of	Ai 1	_	<u>ة</u> ا
On FEB 2 2 2017 before me	e, Alex J. (here insert na	Saufa me and title of officer	Notary Public,
appeared Jill A. Fuller, the Director Los	Mitigation, CMS,	who proved to m	e on the basis of satisfactory
evidence to be the person(s) whose	na ng(s) (is are su	bscribed to th	ne within instrument and
acknowledged to me that he/she/they ex	ecuted he same in his	he their authori	zed capacity(igs), and that by
his her/their signature(s) on the instrument			
person(s) acted, executed the instrument.	40	×,	
I certify under PENALTY OF PERJURY u is true and correct.	nder the laws of the S	C/2	
WITNESS my hand and official seal.		10/4	
Signature Wy 8th		-	, C
Signature of Notary Public		ALEX J	. SANT (MA) IA
	¥ (Fig.	Motary P	ublic - Cathornia 🗗
	3	Commis	nge County
	****	My Comm. E	xpires Jul 31, 2020

#### **EXHIBIT A**

**BORROWER(S): ALDER M DEROSE MARRIED MAN** 

**LOAN NUMBER: 2000015520** 

LEGAL DESCRIPTION:

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF FLOSSMOOR

LOT 1 IN BLOCK 4 IN HEATHERHILL RESUBDIVISION, BEING RAYMOND L. LUTGERT'S SUBDIVISION O' THAT PART OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 8, 1963 AS DOCUMENT 18691973, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 2848 B.U.W. GRAL CRESCENT, FLOSSMOOR, ILLINOIS 60422

