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Doc#: 1706915099 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/10/2017 11:41 AM Pg: 1 of 5

After Recording Return To:
PHH Mortgage Services
PO Box 5441
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244

This Document Prepared By:
Helen Yourkonis, Specialist
PHH Mortgage Corporation
PO Box 5441
Mount Laurel, NJ 08054

Parcel ID Number: 19763200280000

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Original Recording Date: ~~September 05, 2000~~

Loan No: 0012633400

Original Loan Amount: ~~\$156,442.00~~

Case No.: 137-0583329-703

Original Lender Name: ~~Cendant Mortgage Corporation~~

New Money: ~~\$0.00~~

Prepared Date: February 02, 2017

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 2nd day of February, 2017, between **TERRACE M BROWNER, unmarried man** whose address is **2901 WEST SEIPP, CHICAGO, IL 60652** ("Borrower") and **PHH Mortgage Corporation d/b/a Centiant Mortgage Corporation** which is organized and existing under the laws of **New Jersey**, and whose address is **1 Mortgage Way, Mt. Laurel, NJ 08054** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **August 30, 2000** and recorded in Book/Liber **5797**, Page **0231**, Instrument No: **00685506** and recorded on **September 05, 2000**, of the Official Records of **Cook 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 **2901 W SEIPP, CHICAGO, IL 60652**,
(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 **March 1, 2017**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$147,714.74**, consisting of the amount(s) loaned to Borrower



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by Lender plus capitalized interest in the amount of **\$9,516.64** and other amounts capitalized, which is limited to escrows 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 **3.750%**, from **March 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. **\$684.09**, 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. If on **March 1, 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 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. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.



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- 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 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.
- 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 \$186,447.90. The principal balance secured by the existing security instrument as a result of this Agreement is \$147,714.74, which amount represents the excess of the unpaid principal balance of this original obligation.

Terrace M Browner (Seal)
TERRACE M BROWNER -Borrower

_____ [Space Below This Line For Acknowledgments] _____

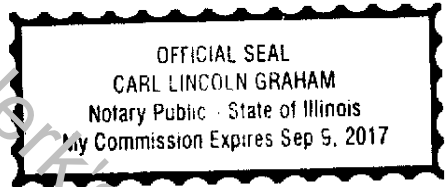
State of Illinois

County of COOK

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

Feb 10th, 2017 by **TERRACE M BROWNER**

Carl Lincoln Graham
 (Signature of person taking acknowledgment)



My Commission Expires on SEP 9 2017

Origination Company: **PHH Mortgage Corporation d/b/a Cendant Mortgage Corporation**

NMLSR ID: 2726



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PHH Mortgage Corporation d/b/a Cendant Mortgage Corporation

By: *Amber Mooney* **Amber Mooney**
Name: _____ **Assistant Vice President** (Seal) - Lender

Title: ASSISTANT VICE PRESIDENT

3/9/17
Date of Lender's Signature

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

On 3/9, 2017, before me, AMELIA L CURIALE,
(please print NOTARY PUBLIC's name)

a Notary Public in and for said State, personally appeared
Amber Mooney
Assistant Vice President 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



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EXHIBIT "A"

LOAN # 0012633400

**LOT 5 IN THE FIRST ADDITION TO GALLAGHER AND HENRY'S HERITAGE HILL,
BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 36,
TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS**

ALSO KNOWN AS: 2901 W SEIPP, CHICAGO, ILLINOIS 60652

Property of Cook County Clerk's Office