



Doc# 1707428033 Fee \$68.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/15/2017 03:57 PM PG: 1 OF 4

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Fannie Mae # 4003382802

Lender/Service # 9876541764

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 4th day of November, 2016, between Thomas A. Brophy and Alison F. Brophy, Husband and Wife, Tenants by the Entireties ("Borrower"), whose address is 4319 North Mozart Unit 1 North, Chicago, IL 60618 and MORTGAGE CENTER, LC ("Lender") whose address is 29621 NORTHWESTERN HWY, SOUTHFIELD, MI 48034, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 07/24/2003 and recorded in document 0320539012, at page(s) 1 to 16, of the Cook Co, MI Records of Register of Deeds, 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 20817 Redmond Ave, Eastpointe, MI 48021

The real property described being set forth as follows:

See Attached Legal Description

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 11/01/16, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$194923.74, 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 3.250%, from 11/01/16. Borrower promises to make monthly payments of principal and interest of U.S. \$726.17, beginning on 12/01/16, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.25% will remain in effect until principal and interest are paid in full. If on 11/01/2056 (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

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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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. Of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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 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.

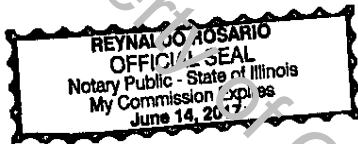
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Jayson Bauer 11-18-16
Mortgage Center, LC DATE
BY: Jayson Bauer, VP of Loan Administration

Thomas A Brophy 11/14/16
Thomas A. Brophy Borrower DATE
Alison F Brophy 11-14-2016
Alison F. Brophy Borrower DATE

State of Illinois County of Cook

On this, the 14th day of November, 2016, before me personally appeared Thomas A. Brophy and Alison F. Brophy, known to me personally to be the person(s) described in who executed the same before me as their free act and deed.



Reynaldo Rosario 11/14/2016
Notary Public DATE

Printed Name: Reynaldo Rosario
County of: Cook
State of: IL
Acting in County of: Cook
My Commission Expires: June 14, 2017

(Notary Seal)

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State of Michigan County of Oakland

On this day personally appeared Jayson Bauer of Mortgage Center, LC, its VP Loan Administration, known to me to be an officer of said corporation, being duly authorized to commit this transaction, DEPOSES and SWEARS on this the 18th day of NOVEMBER, 2016 that the forgoing instrument was executed for the purposes and consideration therein expressed.

Amber Bullen 11-18-16
Notary Public DATE

Printed Name: TAMARA LYNN BARKOFF
County of: Wayne
State of: Michigan
Acting in County of: Oakland
My Commission Expires: Sep 24, 2022

(Notary Seal)

PREPARED BY:

Amber Bullen
Mortgage Center, LC
29621 Northwestern Hwy
Southfield, MI 48034

AFTER RECORDING
PLEASE RETURN TO:

Amber Bullen
Mortgage Center, LC
29621 Northwestern Hwy
Southfield, MI 48034

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THOMAS A BROPHY
LEGAL DESCRIPTION

UNIT 1N IN THE NORTH MOZART CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOTS 31 AND 32 IN BLOCK 1 IN ROSE PARK, SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECITON 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO PLAT OF SAID SUBDIVISION RECORDED MARCH 3, 1879 IN BOOK 14 OF PLATS, PAGE 40 AS DOCUMENT NUMBER 212846 IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0010402980, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.
PARCEL 2:
THE EXCLUSIVE RIGHT TO USE PARKING SPACE P-1N AND STORAGE SPACES S-1N, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0010402980.

13-13-307-044-1001