Doc#. 1711747131 Fee: \$66.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 04/27/2017 01:27 PM Pg: 1 of 10

(Space above reserved for Recorder of Security Instruments certification)

Loan Number: 1004169913

Title of Document: Home affordable modification agreement

Date of Document: MATCH 21, 2017

Grantor(s): TAMIKA N SANDIFE

Grantor(s) Mailing Address: 8237 & KIMBARK AVENUE, CHICAGO, ILLINOIS

60619

Grantee(s): PENNYMAC LOAN SERVICES LLC

Grantee(s) Mailing Address: 6101 CONDOR DFIVE, MOORPARK, CALIFORNIA

93021

Legal Description:

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY C. C.OOK, STATE OF ILLINOIS BEING KNOWN AND DESIGNATED AS FOLLOWS: SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS: THE SOUTH 20 FEET OF LOT 12 (EXCEPT THAT PART LEREOF, IF ANY LYING IN THE NORTH 10 FEET OF SAID LOT) AND THE NORTH 1/2 OF JOT 13, IN E.B. SHOGREN AND COMPANY'S SECOND ADDITION TO AVALON PARK, BEING A FOURDIVISION OF LOTS 1 TO 46 IN BLOCK 7 IN PIERCES PARK, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35. TOWNSHIP 38 NORTH, RANGE 14, EACT OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TAX/PARCEL ID: 20-35-220-010-0000

A.P.N.: 20-35-226-010-0000

Prepared by: German Rivas (866)695-4122 Ext 7062.

PennyMac Loan Services LLC (866)545-9070

Address: 6101 Condor Drive

Moorpark, CA 93021

Reference Book and Page(s): , Instrument Number: 1319618064

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

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This Instrument Prepared By:

After Recording Return To: PENNYMAC LOAN SERVICES LLC 6101 CONDOR DRIVE MOORPARK, CALIFORNIA 93021 Loan Number: 1004169913

-- [Space Above This Line For Recording Data] -----

Investor Loan #:

FH A CASE NO. 137-7292351

HOME AFFORDABLE MODIFICATION AGREEMENT

Borrower ("I")1: TAMIKA N SANDIFI'R

Lender or Servicer ("Lender"): PENNYMAC LCAN SERVICES LLC

Date of first lien mortgage, deed of trust, or security deed ('Mortgage") and Note ("Note"): 05/30/2013

Loan Number: 1004169913

Property Address ("Property"): 8237 S KIMBARK AVENUE, CHICAGO, ILLINOIS

60619

If my representations and covenants in Section 1 continue to be true in all mater at respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used to this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a agreed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

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¹ If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

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- 1. My Representations and Covenants. I certify, represent to Lender, covenant and agree:
 - A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
 - B. One of the borrowers signing this Agreement lives in the Property as a principal residence, and the Property has not been condemned;
 - C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the Lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
 - D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification Program ("Program"));
 - E. Under penalty of perjury all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
 - F. If Lender requires me to obtain c ed t counseling in connection with the Program, I will do so; and
 - G. I have made or will make all payments required under a Trial Period Plan.

[Check box if following applies:]

- H. I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender age of that I will not have personal liability on the debt pursuant to this Agreement.
- 2. Acknowledgments and Preconditions to Modification. 1 understard and acknowledge that:
 - A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any cover at in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
 - B. I understand that the Loan Documents will not be modified unless and until (i) the Lend' a accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Pate (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
- 3. The Modification. If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on MAY 1, 2017 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any

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payments as a precondition to this modification under a Trial Period Plan, this modification will not take effect. The first modified payment will be due on MAY 1, 2017

- A. The Maturity Date will be: APRIL 1, 2047
- B. The modified Principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan [Check box if following applies: and less Principal in the amount of \$ N/A which has been forgiven]. The new principal balance of my Note will be \$ 107,701.99 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accurate interest based on the interest rate in effect under this Agreement. I also understand that this means interest vill now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.
- C. Interest at the rate of APRIL 1, 2017 be due on MAY 1, 2017 follows:

3.750 % will begin to accrue on the New Principal Balance as of and the first new monthly payment on the New Principal Balance will

. My payment schedule for the modified Loan is as

Years	Interest Rate	Interest Rate Change Date	Mon bly Principal and Interest Payment Amount	Estimated Monthly .:scrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-31	3.750%	04/01/2017		357.56	· · · · · · · · · · · · · · · · · · ·	05/01/2017	
				Up,	ζ,		
				5	C		
					Op.		
					75		
						0,55	

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

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I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

4. Additional Agreements. I agree to the following:

- A. That all parsons who signed the Loan Documents or their authorized representative(s) have signed this Agreement.

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- B. That this Agreement shall superse let le terms of any modification, forbearance, Trial Period Plan or other Workout Plan that I previously entered nto with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That this Agreement constitutes notice that the Lender's waiter as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to full fund my escrow account.
- E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement the Londor and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these

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sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.

- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), end/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the 'lerder does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Oa'e and the Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.
- L. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephon, number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nomince for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage han.
- M. That Lender will collect and record personal information, including, but not limited to, ray same, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Agreement by Lender to (i) the U.S. Department of the Treasury; (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.

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- N. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- O. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.

[Check box if sc.lowing applies:]

P. If my I can Documents govern a home equity loan or line of credit, then I agree that as of the Modification Effective Date, I am terminating my right to borrow new funds under my home equity loan or line of credit. This means that I cannot obtain additional advances, and must make payments according to this Agreement. (Lender may have previously terminated or suspended my right to obtain additional advances under my home equity loan or line of credit, and if so, I confirm and acknowledge that no additional advances may be potained.)

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In Witness Whereof, the Lender and have executed t	his Agreement.
PENNYMAC LOAD SERVICES LLC	
	
Lender Michael Drawdy	
Michael Drawdy By: Senior Vice President	
Date	
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Quel NS City on	(7.1)
TAMIKA N SANDIFER -Borrower	-Borrower
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	-Borrower (Seal) -Borrower
(Scal) -Borrower	-Borrower
-Bollower	C
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	-Borrower

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ACKNOWLEDGMENT

A notary public or other officer of certificate verifies only the ident who signed the document to whattached, and not the truthfulne validity of that document.	ity of the individual nich this certifica	ite is				
State of Carfornia Ventura						
On APRIL 13, 2017	_ before me, _				Notary	
		(insert na	me	and title of	the officer)	
personally appeared	MICE	HAEL DRA	WDY	•		
who proved to me on the basic of subscribed to the within instrume his/her/their authorized capacity(keeperson(s), or the entity upon behadle certify under PENALTY OF PER paragraph is true and correct.	nt and acknowle ba', and that by alf of vinich the p	edged to me his/her/theil person(s) ac	that r sig ted,	he/she/the nature(s) o executed	ey executed in the instru the instrume	I the same in ment the ent.
WITNESS my hand and official se	eal.	J. J.	- CONNAICE -		GERMAN A. I otary Public - (Ventura Cor commission # comm. Expires N	California K unity 2172768 A
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BORROWER ACKNOWLEDGMENT
State of <u>ILLINOIS</u>
County of COOK
The foregoing instrument was acknowledged before me this April 4, 2011 by TAMIKA N SANDIFER
Signature of Person Taking Acknowledgment
Signature of Person Taking Acknowledgment
Public Motary Title
Official Seal Notary Published State of Hispain Scriet Number, if any
My Commission Expires Sep 26, 2020