Doc#. 1712557021 Fee: \$60.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 05/05/2017 08:48 AM Pg: 1 of 7

After Recording Return To:
CoreLogic SolEx
1637 NW 136th Avenue Suite G-100
Sunrise, FL 33323

This Document Prepared By:

NATIONSTAR MORTGAGE LLC 8950 CYPRESS WATERS BLVD COPPELL, TX 75019

Parcel ID Number: 31-24-100-014-0000

[Space Above This Line For Recording Data]

Original Recording Date: February 16, 2011

Loan No. **292922122**

Investor Loan No. 1712749123

Original Loan Amount: \$289,700.00

New Money: \$65,931.62

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), loade this 16th day of March, 2017, between MARK B. CAGLEY and GLYNIS HARVEY ("Borrower") and Mallonstar Mortgage LLC, whose address is 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 ("Leader"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated October 27, 2010 and recorded in Book/Liber N/A, Page N/A, Instrument No: 1104710000 and recorded on February 16, 2011, 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

3120 LONDON DR. OLYMPIA FIELDS, IL 60461.

(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 April 1, 2017, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S \$338,081.62, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized
- 2. \$135,000.00 of the New Principal Balance shall be deferred (the "Deferred Principal Balance")



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and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$203,081.62. Interest at the rate of 2.000% will begin to accrue on the Interest Bearing Principal Balance as of April 1, 2017 and the first new monthly payment on the Interest Bearing Principal Balance will be due on May 1, 2017. The new Maturity Date will be April 1, 2057. Borrower's payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Prin & Int Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
区	2 000%	April 01, 2017	\$614.98	\$1,079 21 May adjust periodically	\$1,694 19 May adjust periodically	May 01, 2017	60
6	3.500%	April 01, 2022	\$714 47	May adjust periodically	May adjust periodically	May 01, 2022	12
7-40	3 500%	April 01, 2023	\$766 04	May adjust periodically	May adjust periodically	May 01, 2023	408

- 3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security I istrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- 4. If all or any part of the Property or any ir terest 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 Borrow or 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 incoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.
- 5. Borrower also will comply with all other covenants, agreements, and agreements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, inpounds, 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)

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above.

- 6. 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.
 - 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 anse 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.
 - Borrower agrees to make and execute such other documents or papers as may be necessary or required to effect that the terms and conditions of this Agreement which, if approved and accepted by Lander, shall bind and inure to the heirs, executors, administrators, and assigns of the Forrower.
 - Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to including Borrower's loan, at any telephone number, including mobile telephone number, or small address Borrower has provided to Lender or Third Parties

By checking this box, Borrower also consents to being contacted by text messaging []

In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, if permitted by applicable law, I will remain liable for and bear my own attorney fees and costs incurred in connection with any such action(s).

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- (h) Borrower understands that the mortgage insurance premiums on the 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 the borrower may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- 7. In the event that I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents and did not reaffirm the mortgage debt under applicable law, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
- 8. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
- This Agreement modifies an obligation secured by an existing security instrument recorded in COOK Co.nh., 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 \$272,130.00. The principal balance secured by the existing security instrument as a result of this Agreement is \$338,081.62, which amount represents the excess of the unpaid principal balance of this original obligation.



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

MIS Try	Date: 9-5-17
MARK B. CAGLEY -Borrower	
The state of the s	Date: 4-5-17
GLYNIS HARVEY -Borrower	<u> </u>
[Space Below This Line For Acknowled	dgments)
State of Illinois	
County of COULS	
The foregoing instrument was acknowledged before me, a Notary P	ublic on
April 5, 3017 (Date-winnth, Day and Year)	
by MARK B. CAGLEY and GLYNIS HARVEY.	
Charlese a. Ragnes	CHARLENE A. RAINES OFFICIAL SEAL
(Signature of person taking acknowledgment)	Notary Public - State-of Illinois My Commission Expires June 21, 2018
(Printed Name of person taking acknowledgment)	The state of the s
(I filled Name of person taking additioned grienty	C
My Commission Expires on 4-21-2018	74
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Nationstar Mortgage LLC	
By: Jiffani Agnew Name. Tiffani Agnew Title: Assistant Secretary	(Seal) - Lender
リータ8・1つ Date of Lender's Signature [Space B	elow This Line For Acknowledgments]
The State of TK County of Dallas	· /
Before me <u>Jaco D. Vaude</u> (P'case Print Nam	ne)
(description	to me on the oath of or through or of identity card or other document)) to be the person whose name
is subscribed to the foregoing instructs purposes and consideration therein ex	
JACOB D. VALDEZ Notary Public, State of Texas Comm. Expires 06-06-2020 Notary ID 130689691	Jacob D. Valed Signature of Officer Jacob D. Valclez (Printed Name of Officer)
My Commission expires :	Notary Public Title of Officer



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Exhibit "A"

Loan Number: 252922122

Property Address: 3127 LONDON DR, OLYMPIA FIELDS, IL 60461

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, TO WIT: LOT 7 IN MAYNEGAITE UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.





Exhibit A Legal Description Attachment 11/12

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