

# UNOFFICIAL COPY

Doc#: 1718808256 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/07/2017 01:21 PM Pg: 1 of 7

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

**This Document Prepared By:**  
**LAURA MOLESKI**  
**RoundPoint Mortgage Servicing Corporation**  
**5016 Parkway Plaza Blvd, Suite 200**  
**Charlotte, NC 28217**

**Parcel ID Number: 25104020140000**

[Space Above This Line For Recording Data]

Original Recording Date: <b>December 07, 2007</b>	Loan No: <b>1001085263</b>
Original Loan Amount: <b>\$182,422.00</b>	Investor Loan No: <b>150801024</b>
New Money: <b>\$0.00</b>	VA Case No.: <b>IL137351491770</b>

## **LOAN MODIFICATION AGREEMENT**

(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 31st day of January, 2017, between **SARAH MAYNARD-PRESTON, A MARRIED WOMAN** ("Borrower") and **QUEEN'S PARK OVAL ASSET HOLDING TRUST, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT**, whose address is **5016 Parkway Plaza Blvd, Suite 200, Charlotte, NC 28217** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **November 10, 2006** and recorded in Cook/Liber N/A, Page N/A, Instrument No: **0734117005** and recorded on **December 07, 2007**, 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 **10041 S VERNON AVE, CHICAGO, IL 60625**,  
(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. Modification Terms.** As of **February 1, 2017**, ("the Modification Effective Date"), the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$211,474.73**, consisting of all amounts and arrearages that are past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances, late charges, and



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other costs, collectively "Unpaid Amounts") less Principal in the amount of U.S. **\$54,571.49**, which has been forgiven (the "Principal Forgiveness"). The new amount payable under the Note and Security Instruments is U.S. **\$156,903.24** (the "New Principal Balance").

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 **5.000%**, from **February 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,067.38**, beginning on the **1st** day of **March, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.000%** will remain in effect until principal and interest are paid in full. If on **February 1, 2036** (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. 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



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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.
- (f) 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 modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

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

## 6. Additional Agreements. I agree to the following:

That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.



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

*Sarah Maynard - Preston*

(Seal)

SARAH MAYNARD-PRESTON -Borrower

\_\_\_\_\_ [Space Below This Line For Acknowledgments] \_\_\_\_\_

State of Illinois

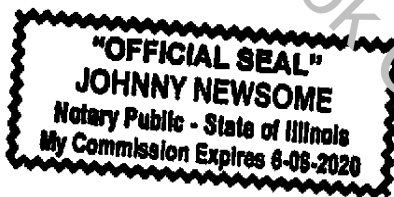
County of Cook

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

2-13-17 by SARAH MAYNARD-PRESTON.

*[Signature]*  
(Signature of person taking acknowledgment)

My Commission Expires on 06-06-2020



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QUEEN'S PARK OVAL ASSET HOLDING TRUST, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT

By: Demese Dennis-Simmons (Seal) - Lender

Name: Demese Dennis-Simmons

Title: Portfolio Manager

June 28, 2017  
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of NORTH CAROLINA  
County of MECKLENBURG

I, Gleyra L. Alleyne, a Notary Public in and for said state, (name/title of official) do hereby certify that

Demese Dennis-Simmons, the Portfolio Manager of QUEEN'S PARK OVAL ASSET HOLDING TRUST, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.

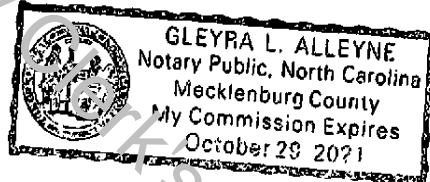
Witness my hand and (where an official seal is required by law) official seal this the 28<sup>th</sup> day of June, 2017.

Gleyra L. Alleyne  
(signature of officer)

Gleyra L. Alleyne  
Type or Print Name of Notary

Notary Public, State of North Carolina

My Commission Expires: 10/29/2021



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Loan No.: 1001085263

**MODIFICATION BANKRUPTCY DISCLOSURE ADDENDUM**

THIS MODIFICATION BANKRUPTCY DISCLOSURE ADDENDUM, effective the 31st day of January, 2017, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by **SARAH MAYNARD-PRESTON, A MARRIED WOMAN** (the "Borrower"), and **QUEEN'S PARK OVAL ASSET HOLDING TRUST, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT** (the "Lender"), covering the Property described in the Loan Modification Agreement located at:

**10041 S VERNON AVE, CHICAGO, IL 60628**  
(Property Address)

Borrower understands and acknowledges that if Borrower breaches any of the terms and conditions of the Loan Modification Agreement, including, but not limited to, timely making the payments described in the Loan Modification Agreement, that Lender has the right to foreclose the Property in accordance with the terms and conditions of the underlying Security Instrument.

In addition to the covenants and agreements made in the Loan Modification Agreement, Borrower and Lender covenant and agree as follows:

1. Borrower was discharged in a Chapter 7 bankruptcy proceeding after the execution of the Note and Security Instrument;
2. Borrower has or reasonably expects to have the ability to make the payments specified in the Loan Modification Agreement; and
3. The Loan Modification Agreement was entered into consensually and it does not affect the discharge of Borrower's personal liability on the Note.

Borrower understands and acknowledges that Borrower has had an opportunity to consult an attorney of Borrower's own choosing before Borrower executed the Loan Modification Agreement or this Modification Bankruptcy Disclosure Addendum, and Borrower has either consulted with an attorney or has declined the opportunity to consult with an attorney.

*Sarah Maynard-Preston*

**SARAH MAYNARD-PRESTON** -Borrower

(Seal)

**QUEEN'S PARK OVAL ASSET HOLDING TRUST, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT**

By: *Demese Dennis Simmons*

(Seal) - Lender

Name: *Demese Dennis Simmons*

Title: **Portfolio Manager**

*June 28, 2017*

Date of Lender's Signature



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## Exhibit "A"

Loan Number: 1001085263

Property Address: 10041 S VERNON AVE, CHICAGO, IL 60628

**Legal Description:**

LOT 756 IN FREDERICK H. BARTLETT'S GREATER CHICAGO SUBDIVISION NO. 1 BEING A SUBDIVISION OF ALL OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 10, LYING WEST OF AND ADJOINING THE ILLINOIS CENTRAL RAILROAD (EXCEPT THE NORTH 33.277 ACRES) IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office



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