

# UNOFFICIAL COPY

Doc#: 1719157034 Fee: \$64.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/10/2017 09:07 AM Pg: 1 of 9

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

This Document Prepared By:  
Sarah Hamilton  
NATIONSTAR MORTGAGE LLC  
8950 CYPRESS WATERS BLVD  
COPELL, TX 75019

Parcel ID Number: 20-23-223-017-0000

[Space Above This Line For Recording Data]  
Original Recording Date: August 16, 2007  
Original Loan Amount: \$229,000.00  
New Money: \$85,066.76  
Loan No: 621223569  
Investor Loan No: 4005536141  
MIN Number: 100073000817173651

## LOAN MODIFICATION AGREEMENT (Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 12th day of May, 2017, between KATHRYN CHARLESTON and KENIESHA CHARLESTON ("Borrower") and Nationstar Mortgage LLC, whose address is 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated August 15, 2007 and recorded in Book/Liber N/A, Page N/A, Instrument No: 0722841119 and recorded on August 16, 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

6610 S KENWOOD AVE 104, CHICAGO, IL 60637,

(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 May 1, 2017, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$250,091.80, consisting of the unpaid amount(s) loaned to Borrower by



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Lender plus any interest and other amounts capitalized.

2. **\$75,027.54** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") 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 **\$175,064.26**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **3.875%**, from **May 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. **\$718.11**, beginning on the **1st** day of **June, 2017**, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of **3.875%** will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be **May 1, 2057**.
3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument 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 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.

5. 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.
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.
  - (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



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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.
- (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 [  ].

- (g) Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security



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Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

- (h) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (i) 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).
- (j) 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



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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.
- 9. 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 \$165,025.04. The principal balance secured by the existing security instrument as a result of this Agreement is \$250,091.80, which amount represents the excess of the unpaid principal balance of this original obligation.



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COOK County Clerk's Office

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

[Signature]  
KATHRYN CHARLESTON -Borrower

Date: 6/8/17

[Signature]  
KENIESHA CHARLESTON -Borrower

Date: 6-8-17

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

State of Illinois

County of Cook

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

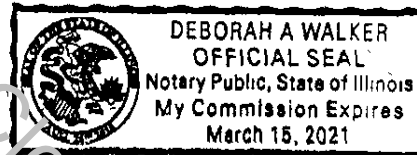
June 8<sup>th</sup>, 2017 (Date-Month, Day and Year)

by KATHRYN CHARLESTON and KENIESHA CHARLESTON.

Deborah A. Walker  
(Signature of person taking acknowledgment)

Deborah A. Walker  
(Printed Name of person taking acknowledgment)

My Commission Expires on 3-15-2021



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Nationstar Mortgage LLC

By: Jacob Hamilton (Seal) - Lender  
Name: Jacob Hamilton  
Title: Assistant Secretary

6-29-2017  
Date of Lender's Signature

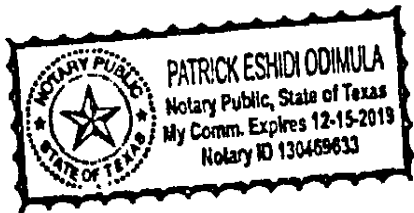
\_\_\_\_\_ [Space Below This Line For Acknowledgments] \_\_\_\_\_

The State of TX  
County of Dallas

Before me PATRICK ESHIDI ODIMULA /Notary Public (name/title of officer) on this day  
(Please Print Name)

personally appeared JACOB HAMILTON, the Assistant Secretary of Nationstar Mortgage LLC (known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document))) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of June, A.D., 2017.



[Signature]  
Signature of Officer  
PATRICK ESHIDI ODIMULA  
(Printed Name of Officer)

Notary Public  
Title of Officer

My Commission expires : 12-15-2019



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Patrick Hamilton 6-29-2017  
Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Jacob Hamilton  
(Print Name)

Title: Assistant Secretary

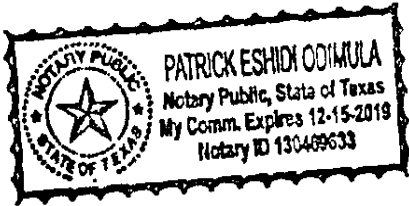
\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_

The State of TX  
County of Dallas

Before me PATRICK ESHIDI ODIMULA /Notary Public (name/title of officer) on this day  
(Please Print Name)

personally appeared JACOB HAMILTON, the Assistant Secretary of Mortgage Electronic Registration Systems, Inc. (known to me) (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of June, A.D., 2017.



[Signature]  
Signature of Officer

PATRICK ESHIDI ODIMULA  
Printed Name of Officer

Notary Public  
Title of Officer

My Commission expires : 12-15-2019



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## Exhibit "A"

Loan Number: 621223569

Property Address: 6610 S KENWOOD AVE 104, CHICAGO, IL 60637

**Legal Description:**

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS: UNIT 104 IN THE CAROLINA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: LOTS 3 AND 4 IN BLOCK 11 IN OGLESBYS SUBDIVISION OF BLOCKS 10 AND 11 IN WAIT AND BOWENS SUBDIVISION OF THAT PART OF WEST 1/2 OF NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0633217163, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.



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Exhibit A Legal Description Attachment 11/12

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Clerk of Cook County Clerk's Office