Doc#. 1721418043 Fee: \$58.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 08/02/2017 10:27 AM Pg: 1 of 6

This Documer, Prepared By:
JUSTIN KCAMA
PLANET HOME LANDING, LLC
321 RESEARCH PARK YAY, SUITE 303
MERIDEN, CT 06450
(885) 884-2250

When Recorded Mail To:
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 32.
MERIDEN, CT 06450

Tax/Parcel #: 07-17-400-005-0000

[Space Above This Lare for Recording Data]

Original Principal Amount: \$244,806.00 FHA/VA/RHS Case No.:137-6438310-703

Unpaid Principal Amount: \$223,857.87 Loan No: 0009221094

New Principal Amount: \$248,140.10 Capitalization Amount: \$24,282.23

### LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 5TH day of JULY, 2017, between STEPHEN A. COTTINI AND STEPHANIE COTTINI, HUSBAND & WIFE AS JOINT TENANTS ("Borrower"), whose address is 710 N HUNDLEY STREET, HOFFMAN ESTATES, ILLING'S 60169 and PLANET HOME LENDING, LLC ("Lender"), whose address is 321 RESEARCH PARK WAY, SUITE 303, MERIDEN, CT 06450amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated OCTOBER 6, 2011 and recorded on OCTOBER 24, 2011 in INSTF UNIENT NO. 1129757029, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$244,806.00, 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 710 N HUNDLEY STREET, HOFFMAN ESTATES, ILLINOIS 60169

the real property described is located in COOK COUNTY, ILLINOIS and 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, AUGUST 1, 2017 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$248,140.10, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. \$24,284.73
- 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 4.5000%, from AUGUST 1, 2017. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,257.29, beginning on the 1ST day of SEPT EMBER, 2017, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on AUGUST 1, 2047 (the "Maturity Date"), the 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 'Auturity Date.
- 3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.
  - If the Lender exercises this option, the Lender sine's give the 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 the Borrower must pay all sums secured by this Security instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may instrument without further notice or demand on the Borrower.
- 4. The Borrower also will comply with all other covenants, agreements and requirements of the Security Instrument, including without limitation, the Borrower's covenants and regreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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: 81.6
  - (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. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
- 6. 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. Except as otherwise specifically provided in this Agreement, the

0009221094

Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

7. Borrower agrees to make and execute other documents or papers as may be necessary 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.





In Witness Whereof I have executed this Agreement.	7/16/17
Berrowe: STUBLIANIE COTTINI	Date
SARRO A. Kalley	7/15/2017
Borrower STEPHEN A. COTTINI	Date
Borrower	Date
Borrower: [Space Below This Line for Acknowledgments]	Date
BORROWER ACKNOWLEDGMENT State of ILLINOIS	_
county of Walwerly	
This instrument was acknowledged before me on	OI+ (date) by
STEPHANIE COTTINI. STEPHEN A. (Q [TIN] (name/s of person/s acknowle	dged).
HVan Oresu	
Notary Public (Seal) Printed Name: Kynuberty Uan Oreser	
My Commission expires:	
My Commission expires: 10   3 0   100	Ś
WSCONSIN WAR	SO/FE

In Witness Whereof, the Lender has executed this Agreement. PLANET HOME LENDING, LLC <u>די/או/ ד</u> By Thomas M. O'Connell (print name) Senior Vice President (title) [Space Below This Line for Acknowledgments] \_ LENDER ACKNOWLEDGMENT STATE OF COUNTY OF \_\_\_\_\_\_\_ The foregoing instrument was acknowledged before me this 18 day of 501, 2017 by THOMAS M. O'CONNELL, the SENIOR VICE PRESIDENT of PLANET HOME LENDING, LLC, a company, on behalf of said company. Printed Name: My commission expires: \_ THIS DOCUMENT WAS PREPARED BY: **JUSTIN KOZMA** PLANET HOME LENDING, LLC 321 RESEARCH PARKWAY, SUITE 303 **MERIDEN, CT 06450** 

#### **EXHIBIT A**

BORROWER(S): STEPHEN A. COTTINI AND STEPHANIE COTTINI, HUSBAND & WIFE AS

**JOINT TENANTS** 

LOAN NUMBER: 0009221094

LEGAL DESCRIPTION:

The land referred to in this document is situated in the STATE OF ILLINOIS, COUNTY OF COOK, CITY OF KCATMAN ESTATES, and described as follows:

LOT NO. 4 IN CASEY FARMS UNIT 3 SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10 FAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED J'JN 2 12, 1990, AS DOCUMENT 90277165, IN COOK COUNTY, ILLINOIS. STISTRE.

OFFICE

OFFI

ALSO KNOWN AS: 710 N HUNG LEY STREET, HOFFMAN ESTATES, ILLINOIS 60169

