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Doc#. 1722116210 Fee: \$60.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 08/09/2017 10:19 AM Pg: 1 of 7

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

This Document Prepared By:

JUNEUR GLASS

NATIONSTARIMORTGAGE ILC

8950 CYPRESS WATERS BLVD

COPPELL, TX 75019

Parcel ID Number: 29102200280000

_____ [Space Above This Line For Recording Data]

Original Recording Date: June 09, 2004
Original Loan Amount: \$71,000.00

New Money: \$38,229.58

Loan No: 596511917 Investor Loan No: 4004003442

LOAN MODIFICATION ACREEMENT

This Loan Modification Agreement ("Agreement"), made this 25th day of April, 2017, between JOSEPH O. FRANKLIN ("Borrower") and Nationstar Mortgage LLC, whose address is 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") date 1 April 19, 2004 and recorded in Book/Liber N/A, Page N/A, Instrument No 0416105138 and recorded on June 09, 2004, 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

14818 OAK ST, DOLTON, IL 60419.

(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):

- As of May 1, 2017, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S \$105,731.37, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized
- 2. \$42,500.00 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and



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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 \$63,231.37. Interest at the rate of 2.000% will begin to accrue on the Interest Bearing Principal Balance as of May 1, 2017 and the first new monthly payment on the Interest Bearing Principal Balance will be due on June 1, 2017. The new Maturity Date will be May 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
1-5	2 000%	May 01, 2017	\$191.48	\$410.41 May adjust periodically	\$601-89 May adjust periodically	June 01, 2017	60
6	3 000 v	May 01, 2022	\$222 46	May adjust periodically	May adjust periodically	June 01, 2022	12
7-40	3 875%	May 01, 2023	\$250 94	May adjust penodically	May adjust periodically	June 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 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 Borrow at 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
 - 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
- (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 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 elamination, 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 effectuare 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 insider, 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 entail address Borrower has provided to Lender or Third Parties

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

(g) 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 becar arvised 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 Typon which all recordation taxes have been paid. As of the date of this agreement, the unpaid miniopal balance of the original obligation secured by the existing security instrument is \$67,501,79. The principal balance secured by the existing security instrument as a result of this Agreement is \$105,731.37, 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.

x Joseph o Franklin Date: #	5/30/17
JOSEPH O. FRANKLIN -Borrower	
[Space Below This Line For Acknowledgments]	
State of Illinois	
County of <u>CoelC</u> The foregoing instrumer was acknowledged before me, a Notary Public on	OFFICIAL SEAL TOYAS N. RUDOLPH
May 35h 217 (Date-Month, Day and Year)	NOTARY PUBLIC- STATE OF ILLINOIS MY COMMESSION EXPIRES:11/13/18
by JOSEPH O. FRANKLIN. (Signature of person taking acknowledgment)	
Toyas N. Rudoloh (Printed Name of person taking acknowledgment) My Commission Expires on 11/3/18	
My Commission Expires on 1/1/3/18	S Opposition of the second of
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Nationstar Mortgage CCC
By: Left (Seal) - Lender
Name: Kelsdy Colass
Title: Assistant Secretary
8/2/2017
Date of Lender's Signature
[Space Below This Line For Acknowledgments]
The State of TX County of Dallas
Before me <u>Tacob S / Alder</u> /Notary Public (name/title of officer) on this day (Please Print Name)
personally appeared (SUSU) Class, 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 instrume it 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 day of
JACOR D VALDEZ Notary Public, State of Texas Comm Expires 06-06 2020 Notary ID 130689691 (Printed Name of Officer)
My Commission expires : OV 010 2020 Notary Public. Title of Officer
My Commission expires : OV 600 8636





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Exhibit "A"

Loan Number: 596511917

Property Address: 14818 OAK ST, DOLTON, IL 60419

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS: LOT 27 IN CALUMET SIBLEY CENTER ADDITION BEING A SUBDIVISION IN THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Exhibit A Legal Description Attachment 11/12



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