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Doc#: 1726308012 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/20/2017 09:58 AM Pg: 1 of 6

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

This Document Prepared By:

Nationstar Mortgage LLC d/b/a Mr. Cooper
8950 CYPRESS WATERS BLVD
DALLAS, TX 75019

Parcel ID Number: 20-30-306-011-0000

_____[Space Above This Line For Recording Data]_____
Original Recording Date: **May 08, 2009** Loan No: **604750075**
Original Loan Amount: **\$210,072.00** Investor Loan No: **211753935**
New Money: **\$1,863.02** FHA Case No.: **137-4718663-703**

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 1st day of September, 2017, between **HOWARD TONEY** and **BERNICE TONEY** whose address is **7631 S SEELEY AVENUE, CHICAGO, IL 60620** ("Borrower") and **Nationstar Mortgage LLC d/b/a Mr. Cooper** which is organized and existing under the laws of **The United States of America**, and whose address is **8950 CYPRESS WATERS BLVD, DALLAS, TX 75019** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **April 08, 2009** and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **0912848015** and recorded on **May 08, 2009**, 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

7631 S SEELEY AVENUE, CHICAGO, IL 60620,
(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 **October 1, 2017**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$143,748.52**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any 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.



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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 **4.500%**, from **October 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. \$728.35, beginning on the **1st day of November, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **October 1, 2047** (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 hereby 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. 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 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.



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- 8. 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 \$141,885.50. The principal balance secured by the existing security instrument as a result of this Agreement is \$143,748.52, which amount represents the excess of the unpaid principal balance of this original obligation.
- 9. 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).
- 10. 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.

Approved by Cook County Clerk's Office



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Howard Toney
HOWARD TONEY -Borrower

Date: 9-11-17

Bernice Toney
BERNICE TONEY -Borrower

Date: 9-11-17

_____ [Space Below This Line For Acknowledgments] _____

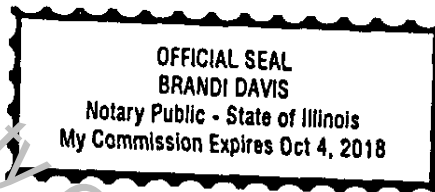
State of Illinois

County of Cook

The foregoing instrument was acknowledged before me, a Notary Public on
September 11th, 2017 (Date-Month, Day and Year)

by HOWARD TONEY and BERNICE TONEY.

Brandi Davis
(Signature of person taking acknowledgment)



Brandi Davis
(Printed Name of person taking acknowledgment)

My Commission Expires on 10.4.2018



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Nationstar Mortgage LLC d/b/a Mr. Cooper

By: _____
Name: Kelsey Glass
Title: Assistant Secretary

(Seal) - Lender

9/14/2017
Date of Lender's Signature

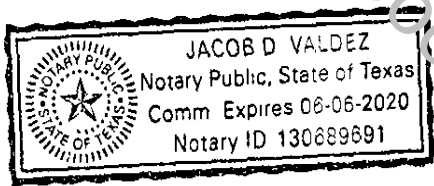
[Space Below This Line For Acknowledgments] _____

The State of TX
County of Dallas

Before me, Jacob D. Valdez /Notary Public (name/title of officer) on this day
(Please Print Name)

personally appeared Kelsey Glass, the Assistant Secretary of Nationstar Mortgage LLC d/b/a Mr. Cooper 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 14 day of September, A.D., 2017.



Jacob D. Valdez
Signature of Officer

Jacob D. Valdez
(Printed Name of Officer)

Notary Public
Title of Officer

My Commission expires: 06/06/2020



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Exhibit "A"

Loan Number: **604750075**

Property Address: **7631 S SEELEY AVENUE, CHICAGO, IL 60620**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS: LOT 30 IN VERNON R. LOUCKS SUBDIVISION OF BLOCK 24 IN THE DEWEY AND VANCE SUBDIVISION IN THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office



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