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Doc#: 1727855078 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/05/2017 12:51 PM Pg: 1 of 6

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

This Document Prepared By:
WILLIAM RODRIGUEZ
RoundPoint Mortgage Servicing Corporation
5016 Parkway Plaza Blvd, Suite 200
Charlotte, NC 28217

Parcel ID Number: 23-21-108-017, 018, 042 AND 044

[Space Above This Line For Recording Data]
Original Recording Date: **October 30, 1998** Loan No: **1001914520**
Original Loan Amount: **\$54,750.00** Investor Loan No: **0004924723**
New Money: **\$0.00**

LOAN MODIFICATION AGREEMENT (Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 14th day of September, 2017, between **VANESSA WADE, A SPINSTER** and **DASY K. GARNER, DIVORCED AND NOT SINCE REMARRIED** ("Borrower") and **CARISBROOK 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 **October 27, 1998** and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **98-980563** and recorded on **October 30, 1998**, 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

16111 S EMERALD AVENUE, HARVEY, IL 60426
(Property Address)

the real property described being set forth as follows:

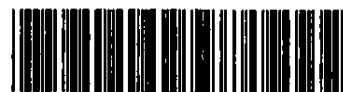
See Exhibit "A" attached hereto and made a part hereof;

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 **September 1, 2017**, ("the Modification Effective Date"), the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$94,502.88**, 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. \$45,897.46, which has been forgiven (the "Principal Forgiveness"). The new amount payable under the Note and Security Instruments is U.S. \$48,605.42 (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 4.375%, from **September 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. \$246.75, beginning on the 1st day of **October, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.375% will remain in effect until principal and interest are paid in full. If on **September 1, 2046** (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 Security Instrument, whether such rights or remedies arise thereunder or by operation of



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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.

Vanessa Wade (Seal)
VANESSA WADE -Borrower

Daisy K. Garner (Seal)
DAISY K. GARNER -Borrower

_____ [Space Below This Line For Acknowledgments] _____

State of Illinois

County of *Cook*

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

9-28-17 by VANESSA WADE and DAISY K. GARNER.

Nancy L. Clark
(Signature of person taking acknowledgment)

My Commission Expires on _____



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CARISBROOK 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

October 2, 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 CARISBROOK 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.

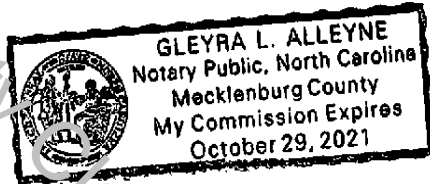
Witness my hand and (where an official seal is required by law) official seal this the 2nd day of October, 2017.

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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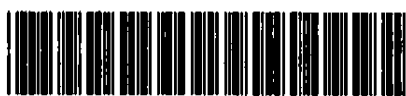
Exhibit "A"

Loan Number: 1001914520

Property Address: 12111 S EMERALD AVENUE, HARVEY, IL 60426

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS: LOT 1 (EXCEPT THE NORTH 22-FEET), LOT 2 AND THE NORTH 29 FEET OF LOT 3, ALSO THE NORTH 25 FEET OF LOT 30, LOT 31, AND LOT 32 (EXCEPT THE NORTH 22 FEET) ALL IN BLOCK 11 IN PERCY WILSONS FIRST ADDITION TO HARVEY HIGHLANDS; BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THE SOUTH 20 ACRES THEREOF AND EXCEPT THE SOUTH 70 FEET OF THE NORTH 103 FEET OF THE SOUTH 10 ACRES OF THE NORTH 30 ACRES OF SAID WEST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 21), ALL IN COOK COUNTY, ILLINOIS.



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Exhibit A Legal Description Attachment 11/12



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