

# UNOFFICIAL COPY

Doc#. 1732017006 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/16/2017 09:27 AM Pg: 1 of 7

This Document Prepared By:  
**FARRAH HAYES**  
**PACIFIC UNION FINANCIAL, LLC**  
**1603 LBJ FREEWAY, STE 500 MAILSTOP: 60200**  
**FARMERS BRANCH, TX 75236**  
**(844) 225-8060**

When Recorded Mail To:  
**PACIFIC UNION FINANCIAL, LLC**  
**1603 LBJ FREEWAY, STE 500 MAILSTOP: 60200**  
**FARMERS BRANCH, TX 75236**

Tax/Parcel #: 29124120320000

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
Original Principal Amount: \$142,373.00      FHA/VA/RHS Case No.: 703 137-7938617  
Unpaid Principal Amount: \$138,731.76      MERS Min: 1003336 0000025782 7  
New Principal Amount: \$150,556.28      MERS Phone #: (888) 679-6377  
New Money (Cap): \$11,824.52

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 7TH day of SEPTEMBER, 2017, between THOMAS RUSSELL JR, DARCEL M RUSSELL HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY ("Borrower"), whose address is 1550 MEMORIAL DR, CALUMET CITY, ILLINOIS 60409 and PACIFIC UNION FINANCIAL, LLC ("Lender"), whose address is 1603 LBJ FREEWAY, STE 500 MAILSTOP: 60200, FARMERS BRANCH, TX 75236 and Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns, MERS is organized and existing under the laws of Delaware, and whose address is P.O. Box 2026, Flint, MI 48501-2026, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated JUNE 11, 2015 and recorded on JUNE 22, 2015 in INSTRUMENT NO. 1517346218 BOOK N/A PAGE N/A, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$142,373.00, bearing the same date as, and secured by, the Security Instrument,



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which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at  
**1550 MEMORIAL DR, CALUMET CITY, ILLINOIS 60409** 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, **OCTOBER 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$150,556.28**, 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. **\$11,824.52**.
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 **4.2500%**, from **OCTOBER 1, 2017**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$740.65**, 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"), 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 Maturity 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 shall 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 invoke any remedies permitted by this Security 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 agreements 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; 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.

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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.

Property of Cook County Clerk's Office



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In Witness Whereof, I have executed this Agreement  
Thomas Russell Jr  
 Borrower: THOMAS RUSSELL JR Date 9-9-17  
Darcel M. Russell  
 Borrower: DARCEL M RUSSELL Date 9-9-17  
 Borrower: \_\_\_\_\_ Date \_\_\_\_\_  
 Borrower: \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

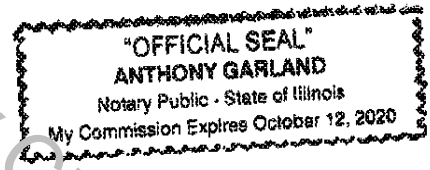
This instrument was acknowledged before me on 9-9-17 (date) by

THOMAS RUSSELL JR, DARCEL M RUSSELL (name/s of person/s acknowledged).

Anthony Garland  
 Notary Public

(Seal)  
 Printed Name: Anthony Garland

My Commission expires:  
10-12-2020



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Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns

By Celia Gallardo  
Celia Gallardo  
Limited Assistant Vice President

9-13-17  
Date

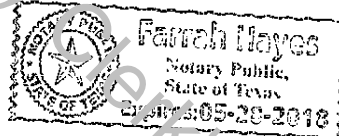
\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

State of TEXAS

County of DALLAS

This instrument was acknowledged before me on September 13 2017  
by Celia Gallardo of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, on behalf of the corporation.

[Signature]  
FARRAH HAYES, Notary Public  
My commission expires: 05/28/2018



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In Witness Whereof, the Lender has executed this Agreement.

PACIFIC UNION FINANCIAL, LLC

By Celia Gallardo (print name)  
Limited Assistant Vice President (title)

9.13.17 Date

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

### LENDER ACKNOWLEDGMENT

State of TEXAS

County of DALLAS

This instrument was acknowledged before me on September 13 2017  
by Celia Gallardo, the Limited AUP of PACIFIC UNION  
FINANCIAL, LLC, a company, or behalf of the company.

[Signature]  
FARRAH HAYES, Notary Public  
My commission expires: 05/28/2018



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## EXHIBIT A

**BORROWER(S): THOMAS RUSSELL JR, DARCEL M RUSSELL HUSBAND AND WIFE, AS  
TENANTS BY THE ENTIRETY**

**LOAN NUMBER: 0000961383**

### LEGAL DESCRIPTION:

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

**LOT 21 IN BLOCK 7, IN FORD CALUMET TERRACE SUBDIVISION OF THE NORTHEAST 1/4  
OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**ALSO KNOWN AS: 1550 MEMORIAL DR, CALUMET CITY, ILLINOIS 60409**

