

# UNOFFICIAL COPY

Doc#: 1801149005 Fee: \$58.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/11/2018 09:11 AM Pg: 1 of 6

After Recording Return To:  
PHH Mortgage Services  
1 Mortgage Way  
Mount Laurel, NJ 08054  
Return to Phone: 877-766-8244

This Document Prepared By:  
Margaret Gebhard, Specialist  
PHH Mortgage Corporation  
1 Mortgage Way  
Mount Laurel, NJ 08054

Parcel ID Number: 15021020120000

[Space Above This Line For Recording Data]

Original Recording Date: **March 02, 2007** Loan No: **0040743429**  
Original Loan Amount: **\$207,664.00** Investor Loan No: **0040743429**  
Original Lender Name: **Banco Popular, N.A.**  
New Money: **\$5,969.17**  
Prepared Date: **December 11, 2017**

## LOAN MODIFICATION AGREEMENT (Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11th day of December, 2017, between **RAFAEL DAVALOS and LIDIA I MENDOZA HUSBAND AND WIFE** ("Borrower") and **HSBC Bank USA National Association as Trustee for PHH Alternative Mortgage Trust, Series 2007-2, whose address is 2929 Walden Avenue, Depew, NY 14043** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **February 09, 2007** and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **0706141075** and recorded on **March 02, 2007**, 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  
**1537 N SPRINGFIELD AVE, CHICAGO, IL 60651**  
(Property Address)

the real property described being set forth as follows:

**SEE ATTACHED EXHIBIT**

Assignment from Mortgage Electronic Registration Systems, Inc. as nominee for Banco Popular N.A., its successors and assigns to HSBC Bank USA National Association as Trustee for PHH Alternative Mortgage Trust, Series 2007-2 recorded 12/07/2016 Instrument 1634249223



\* 0 0 4 0 7 4 3 4 2 9 \*  
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: **0040743429**

8300a 08/14



\* 8 1 7 5 0 + 1 4 \*  
Form 3179 1/01 (rev. 4/14)

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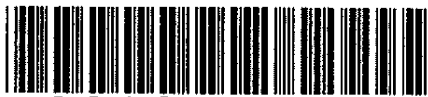
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In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **February 1, 2018**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$178,351.25**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **6.250%**, from **February 1, 2018**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,335.30**, beginning on the **1st** day of **March, 2018**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.250%** will remain in effect until principal and interest are paid in full. If on **March 1, 2037** (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.

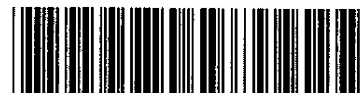


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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: 0040743429

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- (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 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. 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



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

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security instrument is \$172,382.08. The principal balance secured by the existing security instrument as a result of this Agreement is \$178,351.25, which amount represents the excess of the unpaid principal balance of this original obligation.

In Witness Whereof, the Lender and I have executed this Agreement.

Rafael Davalos (Seal)  
RAFAEL DAVALOS -Borrower

Lidia I Mendoza (Seal)  
LIDIA I MENDOZA -Borrower

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

State of Illinois

County of COOK

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

12-21-2017 by RAFAEL DAVALOS and LIDIA I MENDOZA.

Tina Louise Falbo  
(Signature of person taking acknowledgment)

My Commission Expires on 01/10/2021  
Origination Company: **HSBC Bank USA National Association** as Trustee for PHH Alternative Mortgage Trust, Series 2007-2  
NMLSR ID: 2726



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HSBC Bank USA National Association as Trustee for PHH Alternative Mortgage Trust, Series 2007-2

By: \_\_\_\_\_ (Seal) - Lender

Name: \_\_\_\_\_  
Title: Vice President and Assistant Secretary of the Residential Mortgage Loan Administrative Services Division - PHH of HSBC Bank, USA, N.A.

11/5/2018

Date of Lender's Signature \_\_\_\_\_  
[Space Below This Line For Acknowledgments] \_\_\_\_\_

State of New Jersey, County of Burlington

On 5, 2018, before me, **TUYET THI-BACH TRAN**,  
(please print NOTARY PUBLIC's name)

a Notary Public in and for said State, personally appeared

DOLORES LAURIA, ASST. V.P.

\_\_\_\_\_ of the Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Notary Public of New Jersey  
My Commission expires: 03-13-2019

**TUYET THI-BACH TRAN**  
**STATE OF NJ**  
**MY COMMISSION EXPIRES**  
**MARCH 13, 2019**



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(EXHIBIT A)

**LOAN NUMBER 0040743429**

**LOT 14 IN BLOCK 5 IN HOSMER AND MACKEY'S SUBDIVISION OF BLOCKS 1 TO 6 INCLUSIVE AND BLOCKS 12 TO 16 IN A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PIN: 16-02-102-012-0000**

Property of Cook County Clerk's Office