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Doc#. 1801149007 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/11/2018 09:12 AM Pg: 1 of 7

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: 16194070180000

[Space Above This Line For Recording Data]

Original Recording Date: July 15, 2005
Original Loan Amount: \$292,250.00
Original Lender Name: Ameriquest Mortgage Company
New Money: \$91,465.68
Prepared Date: November 30, 2017

Loan No: 7101105901
Investor Loan No: 0121893200

LOAN MODIFICATION AGREEMENT (Providing For Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29th day of November, 2017, between OSCAR RUBIO and EVERARDO RUBIO, JR and ASCENCION RUBIO, AS JOINT TENANTS ("Borrower") and Bank of America, National Association, a National Banking Association, as successor in interest by merger to Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset-Backed Certificates Series 2005 A8 US Bank National Association as Trustee Successor in interest to Wachovia Bank NA as trustee, whose address is 9062 OLD ANNAPOLIS RD, COLUMBIA, MD 21045 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated June 18, 2005 and recorded in Book/Liber N/A, Page N/A, Instrument No: 0519641024 and recorded on July 15, 2005, 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

1624 RIDGELAND AVE, BERWYN, IL 60402,
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT



* 7 1 0 1 1 0 5 9 0 1 *

LOAN MODIFICATION AGREEMENT — Single Family—Fannie Mae Uniform Instrument

Loan No: 7101105901
8303 08/14



* 8 1 4 0 8 + 1 4 *

Form 3162 06/06 (rev. 06/12)
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Assignment from Ameriquest Mortgage Company to PHH Mortgage Corporation recorded 05/17/2011 Instrument 1113703007; Assignment from to PHH Mortgage Corporation to Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset-Backed Certificates Series 2005 A8 US Bank National Association as Trustee Successor in interest to Wachovia Bank NA as trustee by PHH Mortgage Corporation as servicer with delegated authority under the transaction documents recorded 10/24/2014 Instrument 1429708203

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 **January 1, 2018**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$375,982.43**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$50,000.00** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and 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 **\$325,982.43**.

Years	Interest Rate	Interest Rate Change Date	Monthly Prin & Int Payment Amount	Total Monthly Payment*	Payment Begins On
1-3	2.000%	January 01, 2018	\$1,841.04	\$2,589.40 May adjust periodically	February 01, 2018
4	3.000%	January 01, 2021	\$1,971.39	May adjust periodically	February 01, 2021
6-20	4.000%	January 01, 2023	\$2,089.56	May adjust periodically	February 01, 2023

The new Maturity Date will be **July 1, 2035**.

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 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.



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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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.
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 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



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approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

- 7. 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 \$284,516.75. The principal balance secured by the existing security instrument as a result of this Agreement is \$375,982.43, which amount represents the excess of the unpaid principal balance of this original obligation.

Property of Cook County Clerk's Office



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

Oscar Rubio

OSCAR RUBIO -Borrower (Seal)

Everardo Rubio Jr.

EVERARDO RUBIO, JR -Borrower (Seal)

Ascension Rubio

ASCENCION RUBIO -Borrower (Seal)

_____ [Space Below This Line For Acknowledgments] _____

State of Illinois

County of Cook

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

December 19, 2017 by OSCAR RUBIO and EVERARDO RUBIO, JR and
ASCENCION RUBIO.

Mary C DeMartinez

(Signature of person taking acknowledgment)



My Commission Expires on 05/17/2021

Origination Company: **Bank of America, National Association, a National Banking Association, as successor in interest by merger to Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset-Backed Certificates Series 2005 A8 US Bank National Association as Trustee Successor in interest to Wachovia Bank NA as trustee**
NMLSR ID: 2726



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Bank of America, National Association, a National Banking Association, as successor in interest by merger to Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset-Backed Certificates Series 2005 A8 US Bank National Association as Trustee Successor in interest to Wachovia Bank NA as trustee

By: [Signature] (Seal) - Lender
Name: DOLORES LAURIA, ASST. V.P.

Title: Assistant Vice President of PHH as limited power of attorney for Bank of America, National Association, a National Banking Association, as successor in interest by merger to Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset-Backed Certificates Series 2005 A8 US Bank National Association as Trustee Successor in interest to Wachovia Bank NA as trustee

1/5/2018
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

TUYET THI-BACH TRAN

On JAN 5, 2018, before me, _____
(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.

[Signature]
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 7101105901

LOT 1 IN BLOCK 1 IN WALTER G. MCINTOSH'S METROPOLITAN ELEVATED SUBDIVISION IN THE
SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office