

# UNOFFICIAL COPY

Doc#: 1810818014 Fee: \$58.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/18/2018 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: 16-32-112-017-0000

[Space Above This Line For Recording Data] \_\_\_\_\_  
Original Recording Date: **March 05, 2008** Loan No: **596765636**  
Original Loan Amount: **\$252,000.00** Investor Loan No: **1706385982**  
New Money: **\$82,274.64**

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

This Loan Modification Agreement ("Agreement"), made this 1st day of February, 2018, between **MAXIMO VILLEGAS and MARIA DE JESUS VILLEGAS** ("Borrower") and **Nationstar Mortgage LLC d/b/a Mr. Cooper**, 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 **February 22, 2008** and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **0806546045** and recorded on **March 05, 2008**, 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  
**3239 S CUYLER AVE, BERWYN, IL 60402,**  
(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 **February 1, 2018**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$323,995.09**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$97,198.53** 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



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8300b 08/14



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(page 1 of 5)

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Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$226,796.56. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 3.625%, from February 1, 2018. Borrower promises to make monthly payments of principal and interest of U.S. \$895.67, beginning on the 1st day of March, 2018, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of 3.625% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be February 1, 2058.

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.

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; 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.
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



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 LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
 8300b 08/14



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 Form 3179 1/01 (rev. 4/14)  
 (page 2 of 5)

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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 [  ].

- (g) 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).
  - (h) 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.
7. In the event that I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents and did not reaffirm the mortgage debt under applicable law, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
  8. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.



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 LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
 8300b 08/14



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 Form 3179 1/01 (rev. 4/14)  
 (page 3 of 5)

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- 9. 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 \$241,720.45. The principal balance secured by the existing security instrument as a result of this Agreement is \$323,995.09, 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.

*Maximo Villegas*  
 MAXIMO VILLEGAS - Borrower

Date: 4-4-18

*Maria de Jesus Villegas*  
 MARIA DE JESUS VILLEGAS - Borrower

Date: 4-4-18

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

State of Illinois

County of COOK

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

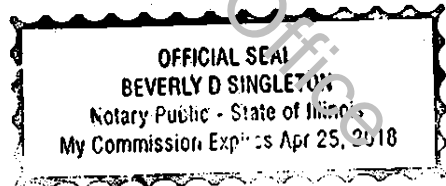
April 4, 2018 (Date-Month, Day and Year)

By MAXIMO VILLEGAS and MARIA DE JESUS VILLEGAS.

*Beverly D Singleton*  
 (Signature of person taking acknowledgment)

Beverly D Singleton  
 (Printed Name of person taking acknowledgment)

My Commission Expires on 4/25/18



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 LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
 8300b 08/14



\* 3 5 6 8 9 4 + 1 0 \*  
 Form 3179 1/01 (rev. 4/14)  
 (page 4 of 5)

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Nationstar Mortgage LLC d/b/a Mr. Cooper

By: Lee Parker (Seal) - Lender

Name: Lee Parker

Title: Assistant Secretary

Date of Lender's Signature: 4/16/2018

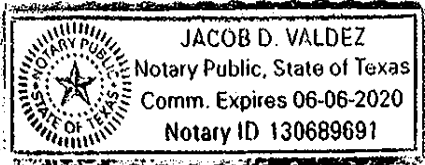
[Space Below This Line For Acknowledgments]

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 Lee Parker, 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 16 day of April, A.D., 2018



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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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
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\* 3 5 6 8 9 4 + 1 0 \*  
Form 3179 1/01 (rev. 4/14)  
(page 5 of 5)

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## Exhibit "A"

Loan Number: 596765636

Property Address: 3239 S CUYLER AVE, BERWYN, IL 60402

**Legal Description:**

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS: LOT 29 (EXCEPT THE SOUTH 6 FEET THEREOF) AND THE SOUTH 1/2 OF LOT 30 IN BLOCK 7 IN SONNENSCHNEIN AND SOLOMONS ADDITION TO LAVERGNE, IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Exhibit A Legal Description Attachment 11/12



Page 1 of 1