Karen A.Yarbrough Cook County Recorder of Deeds Date: 06/07/2018 10:25 AM Pg: 1 of 8

After Recording Rates of To: RUTH RUHL, P.C. Attn: Recording Department 12700 Park Central Drive, Suite 850 Dallas, Texas 75251

Prepared By: RUTH RUHL, P.C. 12700 Park Central Drive, Suite 850 Dallas, Texas 75251

[Space Above This Line For Recording Data]

Loan No.: 0014059976

Juvestor Loan No.: 4008535343 MERS No.: 100065000131373037

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 9th day of May, 2018 between SUSUMU SHIBATA and KAYOKO SHIBATA, HUSBAND AND WIFF, whose address is 4894 PRESTWICK PLACE, HOFFMAN ESTATES, Illinois 60010

("Borrower/Grantor") and Platinum Home Mortgage Corporation by Loancare, LLC, as Agent under limited power of attorney, whose

address is 3637 Sentara Way, Virginia Beach, Virginia 23452

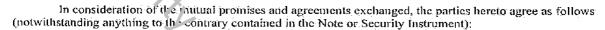
! ender/Grantee"), and Mortgage Electronic Registration Systems, Inc.

("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrume n") dated July 27th, 2012 , granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgine: of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48201-2026 and recorded on August 13th, 2012 , in Mortgage Book N/A , Page N/A Instrument No. 1222611076 , Official Records of COOK County, Illinois and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 4894 PRESTWICK PLACE, HOFFMAN ESTATES, Illinois 60010

MERS Phone: 1-888-679-6377

Loan No.: 0014059976

the real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.



- I. As of June 1st, 2015, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 195,835.07, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- Borrower promises to pay 1.5 Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Polance at the yearly rate of 3.750 %, from May 1st, 2018

 Borrower promises to price monthly payments of principal and interest of U.S. \$ 788.29

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 Borrower promises to pay 1.5 Unpaid Principal Balance, plus interest, to the order of Lender.

 John May 1st, 2018

 John May 1st, 2018

 John May 1st, 2058

 John 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 Pourower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is defive ed or mailed within which Borrower

must pay all sums secured by the Security Instrument. If Borrower fails to pay flese 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.

on Borrower,

- 4. 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 Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the specified date in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing to 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 court ins any such terms and provisions as those referred to in (a) above.

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- 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.
- 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 Leider 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.
- (e) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Sourity Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and atto key's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated othervise by Lender.
- (e) Borrower agrees in 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 innire to the heirs, executors, administrators, and assigns of the Borrower.
- Borrower authorizes Lende, 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 Flousing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, o services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or or any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Far les concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrow x', 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) "MERS" is Mortgage Electronic Registration Systems, he MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee/Beneficiary of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 485.11-2026, tel. (888) 679-MERS.
- 6. If applicable, by this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligations to pay to Lender Funds for any or all Escrow Items is hereby re locked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
- 7. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of any unts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encur brance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums any able to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been

Loan No.: 0014059976

waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. I ender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time sperified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender

shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lende pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by ResPA.

If there is a surplus of Funds held in escrow, as befored under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, but in no more shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, I ender shall promptly refund Borrower any Funds held by Lender.

5/19/2018	(Seal)
Date	SUSUMU SHIBATA —Borrowei
5/19/2018 Date	KAYOKO SHIBATA -Borrower
Date	
Date	(Seal) _Borrowei
	(Seal)
Date	-Borrower

Loan No.: 0014059976	
BORROWER ACI	KNOWLEDGMENT
State of Zilialo io § County of Cook §	
On this 19 day of MAY	
PAMELA G. SIEGEL personally appeared SUSUMU SHIBATA and KAYOK	a Notary Public in and for said state
known to me to be the preson who executed the within in executed the same for the purpose therein stated.	strument, and acknowledged to me that he/she/they
(Seal)	Pamela J. Sigel
"OFFICIAL SEAL"	Pamela G. Siege L. Notary Signature
PAMELA G. SIEGEL Notary Public, State of Illinois	Type or Print Name of Notary
My Commission Expires 08/22/20 %	Notary Public, State of Illinois
τ	My Cominission Expires: 08/22/20
	My Cominission Expires: 08/22/20

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ACKNOWLEDGMENT (ILLINOIS)

Loan No.: 0014059976	
S 73 18/2-Date	
Platinum Horle Morigage Corporation by Loancare, LLC, as Agent under limited power-Lender of attorney	
By: 12 116-	
Parinted/Typed Name: JAY Z. GIBSON Its: ASSISTANT SECHETARY	
LENDER ACKN	OWLEDGMENT
County of Virginia Beach City On this 23rd day of Your Lori L. Fredericks personally appeared Loancare, LLC, as Agent under limited power of attorney Assistent Secreter personally known to me to be the person who executed the acknowledged to me that he she/they executed the same in	, Lender, e within instrument or behalf of said entity, and
LOBIL FREDERICKS NOTARY PUBLIC REGISTRATION 7730535 COMMONWEAUTH OF VIRGINIA MY COMMISSION EXPIRES OCTOBER 31, 2021	Lori L. Fredericks Lori L. Fredericks Notary Signature Type or Print Name of Notary Notary Public, State of My Commission Expires: 10 31 21

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ACKNOWLEDGMENT (ILLINOIS)

Loán No.: 0014059976		
5.22-18		
-Date.		
Mortgage Electronic Registration Systems, IncMortgagee		
By Julia Man Hold	6	
Printed/Typed Name: LESLIE ANN HOLC	OMB	
Its: Assistant Secretary		
MORTGACKE	CKNOWLEDGMENT	
OZ.	ZKIYO W LEDGIVIEN I	
State of Virginia § County of Virginia Beach City §	C	
Lori L. Fredericks May	, 2018 , bef	aid state
Systems, Inc., Mortgagee, personally known to me to be said entity, and acknowledged to me that he she they exe	istant Secretur, of Mortgage Electronic R the person who executed the within instructed the same for the nurpose therein st	ument on behalf of
(Co. 1)	Di Dix Ingo	dericho
(Seal)	Lori L. Frederick	Notary Signature
NOTARY PUBLIC	Type of Print Name of Notary	
COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES MY OCTOBER 31, 2021	Notary Public, State of Virgini	Čc.
	My Commission Expires: 0 10	31/21

1815857050 Page: 8 of 8

UNOFFICIAL COPY

EXHIBIT A

LOT 19, EXCEPT THE NORTHWESTERLY 120.73 FEET, AS MEASURED PERPENDICULARLY TO THE NORTHWESTERLY LINE THEREOF, IN PRESTWICK PLACE, BEING A RESUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 27, 1983 AS DOCUMENT NUMBER 88176960, IN COOK COUNTY, ILLINOIS. A.P.N.: 22-18-306-051-0000 MER AS DO. 92-18-30.

OPCOOK COUNTY CLERK'S OFFICE.