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Doc#: 1822219192 Fee: \$66.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/10/2018 10:15 AM Pg: 1 of 10

Prepared By: Aimee McHargue
Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134
405-608-2082
Storm.Turner@caliberhomeloans.com

Loan No.: 9801217226

LOAN MODIFICATION AGREEMENT

Borrower(s): Matilde Gonzalez

County of Cook

State of Illinois

See Exhibit A

The agreement herewith tendered for recording does not secure a re-loan or re-advance or new loan except the indebtedness secured by the previously recorded mortgage:

Original Mortgage: MERS, Mortgage Electronic Registration Systems, Inc., as nominee for Washington Mutual Bank F/K/A Washington Mutual Bank, FA, a federal savings bank, its successors and assigns in the Original principal amount \$301,500.00 recorded on 10/15/2007, Instrument Number: 0728848026, Book No.: n/a, Page No.: n/a.

Assignment: Caliber Home Loans, Inc., 13801 Wireless Way, Oklahoma 73134 recorded 07/24/2013 Instrument No. 1320557521, Bk: n/a, Pg: n/a

PREMISES ARE OR WILL BE IMPROVED BY 1-2 FAMILY DWELLING ONLY

See Exhibit A

Parcel ID: 03-09-208-006-0000

Cover Page for Recording Purpose's only

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Return To: Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134

Prepared By: Caliber Home Loans,
Inc.
13801 Wireless Way
Oklahoma City, OK 73134

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("*Modification*"), is effective July 1, 2018, between MATILDE GONZALEZ ("*Borrower*") and Caliber Home Loans, Inc. ("*Lender*"), and amends and supplements (1) the Note (the "*Note*") made by the Borrower, dated September 4, 2007, in the original principal sum of U.S. \$301,500.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "*Security Instrument*"), recorded on October 15, 2007, as Document No. 0728348020 in Book of Liber n/a, at page(s) n/a, of the Official records of Cook, Illinois. The Security instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "*Property*"), which is located at:

1313 PALM DR, WHEELING, IL 60090

That real property is described as follows: The legal description to the Property may be attached to this Agreement by the Servicer if required.



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The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower is, is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$92,714.15, have been added to the indebtedness under the terms of the Note and Security Instrument. As of July 1, 2018, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "New Principal Balance") is \$296,261.63.
3. \$88,876.63 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 \$207,385.00. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.000%, from July 1, 2018. Borrower promises to make monthly payments of principal and interest of U.S. \$866.74, beginning on August 1, 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 new payment includes principal and interest of \$866.74 and escrow amount of \$316.20* for a "total payment" amount of \$1,182.94. The yearly rate of 4.000% 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 July 1, 2058.

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.
4. 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.



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5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.
6. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.
 - 1-4 Family Rider - Assignment of Rents
 - Modification Due on Transfer Rider
 - Bankruptcy Rider
 - Other Rider

BALLOON PAYMENT DISCLOSURE

This Modification Agreement defers certain amounts, which creates a balloon that will be collected by the Servicer at the earlier of payment in full of the Note or the maturity date. Because these amounts are not included in your regular scheduled payments, even if you make all payments required by this agreement, the loan will not be paid in full at maturity. You therefore may be required to pay the entire outstanding balance in a single payment at the loan maturity date. Neither the Servicer nor Lender has any obligation to refinance or to offer you a new loan at maturity. You may have to seek new third-party financing and incur other additional financing costs at the time the balloon becomes due.



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[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

Borrower

MATILDE GONZALEZ 7-10-2018
MATILDE GONZALEZ Date
Seal

Lender

Caliber Home Loans, Inc.

[Signature] 7/26/18
Date

GSE Investor Loan #: 475475968

Servicer Loan Number: 9801217226



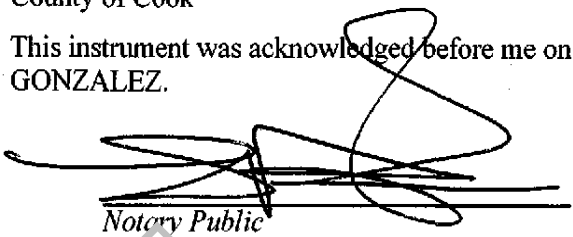
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Acknowledgment

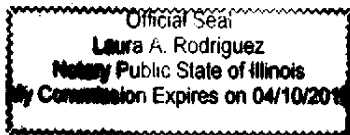
State of Illinois

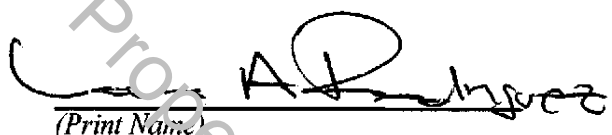
County of Cook

This instrument was acknowledged before me on July 10, 2018 by MATILDE GONZALEZ.



Notary Public





(Print Name)

My commission expires: 4-10-2019

Property of Cook County Clerk's Office



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State of Oklahoma

County of Oklahoma

On the 20th day of July in the year 2018 before me, the undersigned, a Notary Public in and for the said state, personally appeared Aimee McHargue, Loss Mitigation Manager, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Signature: 

Printed Name: Patricia Howard, Notary Public



Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior or after the notary date. (Revised 8/27/17)

STAMP SEAL BELOW

UNOFFICIAL COPY**Modification Due on Transfer Rider**

THIS MODIFICATION DUE ON TRANSFER RIDER, effective July 1, 2018, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by MATILDE GONZALEZ (the "Borrower") and Caliber Home Loans, Inc. (the "Lender") covering the Property described in the Loan Modification Agreement located at:

1313 PALM DR
WHEELING, IL 60090

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment-in-full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal laws of the date of the Loan Modification Agreement.

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.

- B. Except as otherwise specifically provided in this Modification Due on Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

Borrower

MATILDE GONZALEZ 7-10-2018
MATILDE GONZALEZ Date



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Lender

Caliber Home Loans, Inc.

_____ *Don M. Kelly* *7/20/16*
Date

GSE Loan Number: 475475968

Servicer Loan Number: 9801217226

Property of Cook County Clerk's Office



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Exhibit A (Legal Description)

LOT 681 IN HOLLYWOOD RIDGE UNIT NUMBER 2, BEING A RESUBDIVISION OF LOT 16 AND PART OF LOT 17 IN OWNERS DIVISION OF BUFFALO CREEK FARM, BEING A SUBDIVISION OF PART OF SECTION 2, 3, 4, 9 AND 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office