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Doc#: 1827106021 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/28/2018 09:43 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:
Tuyet Tran, Specialist
PHH Mortgage Corporation
1 Mortgage Way
Mount Laurel, N. 08054

Parcel ID Number: 14-29-416-085-1002

[Space Above This Line For Recording Data]

Original Recording Date: **May 01, 2007** Loan No: **7101823800**
Original Loan Amount: **\$283,500.00** Investor Loan No: **4005333035**
Original Lender Name: **Merrill Lynch Credit Corporation**
New Money: **\$165,884.19**
Prepared Date: **September 07, 2018**

LOAN MODIFICATION AGREEMENT (Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 7th day of September, 2018, between **DALE M COHEN, AN UNMARRIED PERSON ("Borrower")** and **PHH Mortgage Corporation, whose address is 1 Mortgage Way, Mt. Laurel, NJ 08054 ("Lender")**, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **April 13, 2007** and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **0712105104** and recorded on **May 01, 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

911 WEST WRIGHTWOOD AVE UNIT 2, CHICAGO, IL 60614,
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT

Assignment from Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Merrill Lynch Credit Corporation, its successors and assigns to PHH Mortgage Corporation recorded 05/25/2012, Doc 1214634006.



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform
Instrument

Loan No: **7101823800**
8300b 08/14



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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 **October 1, 2018**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$432,293.47**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$52,773.47** 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 **\$379,520.00**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **4.500%**, from **October 1, 2018**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,706.18**, beginning on the **1st** day of **November, 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 **4.500%** 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 **October 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)



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: 7101823800

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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 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 [].



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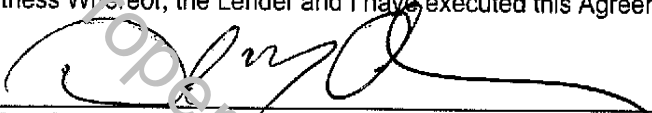
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This Agreement modifies an obligation secured by an existing security instrument recorded in Cook County, IL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$266,409.28. The principal balance secured by the existing security instrument as a result of this Agreement is \$432,293.47, 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.



DALE M COHEN -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

09-22-2018 by DALE M. COHEN.

Tina Louise Falbo
(Signature of person taking acknowledgment)

My Commission Expires on 01-10-2021
Origination Company: PHH Mortgage Corporation
NMLSR ID: 2726



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

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PHH Mortgage Corporation

By: _____ (Seal) - Lender

Name: Amber Mooney
Title: ASSISTANT VICE PRESIDENT

09/27/18
Date of Lender's Signature

[Space Below This Line For Acknowledgments]
State of New Jersey, County of Burlington

On 09/27, 2018, before me, TUYET THI-BACH TRAN
(please print NOTARY PUBLIC's name)

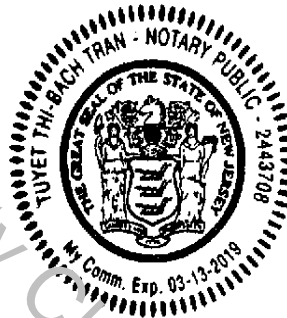
a Notary Public in and for said State, personally appeared

Amber Mooney
Assistant Vice President 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: _____



* 7 1 0 1 8 2 3 8 0 0 *
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LOAN 7101823800

EXHIBIT A

LEGAL DESCRIPTION

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:
PARCEL 1: UNIT 2 IN THE WRIGHTWOOD AVENUE CONDOMINIUM
AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED
REAL ESTATE: LOT 37 IN THE NORTH 1/2 OF BLOCK 1) IN LILL AND
DIVERSEY'S SUBDIVISION OF OUT LOT OR BLOCK 15 IN CANAL
TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 29,
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE
DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT
040364616, TOGETHER WITH IT UNDIVIDED PERCENTAGE OF
INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY
ILLINOIS. PARCEL 2: THE EXCLUSIVE RIGHT TO USE OF P-2, A
LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY
ATTACHED TO THE DECLARATION AFORESAID RECORDED AS
DOCUMENT 040364616.

PIN: 14-29-416-085-1002