



\*1909228011\*

Doc# 1909228011 Fee \$48.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 04/02/2019 10:40 AM PG: 1 OF 6

This Document Prepared By:  
CARRIE MCLEOD  
JAMES B. NUTTER & COMPANY  
4153 BROADWAY ST  
KANSAS CITY, MO 64111  
(800) 943-7334

When Recorded Mail To:  
JAMES B. NUTTER & COMPANY  
4153 BROADWAY ST  
KANSAS CITY, MO 64111

Tax/Parcel #: 03-24-202-054-1247

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Original Principal Amount: \$90,869.00  
Unpaid Principal Amount: \$59,946.93  
New Principal Amount: \$62,176.78  
New Money (Cap): \$0.00

FHA/VA/RHS Case No.:137-3155107  
Loan No: 582907

**LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement ("Agreement"), made this 13TH day of FEBRUARY, 2019, between MRIDUL BANERJEE AND JAYA BANERJEE ("Borrower"), whose address is 832 WINESAP COURT, PROSPECT HEIGHTS, ILLINOIS 60070 and JAMES B. NUTTER & COMPANY ("Lender"), whose address is 4153 BROADWAY, KANSAS CITY, MO 64111 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated FEBRUARY 5, 2005 and recorded on MARCH 3, 2005 in INSTRUMENT NO. 0506249072, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$90,869.00, 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 832 WINESAP COURT, PROSPECT HEIGHTS, ILLINOIS 60070

the real property described is located in COOK COUNTY, ILLINOIS and being set forth as follows:



S Y  
P 6  
S N  
M N  
SC Y  
E Y  
INT Dlc

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**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, **MARCH 1, 2019** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$62,176.78**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$0.00**.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.2500%**, from **MARCH 1, 2019**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$343.34**, beginning on the **1ST** day of **APRIL, 2019**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2049** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The 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 the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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.
5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

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7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

Property of Cook County Clerk's Office

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In Witness Whereof, I have executed this Agreement.

Mridul Banerjee  
Borrower: MRIDUL BANERJEE

3/11/2019  
Date

Jaya Banerjee  
Borrower: JAYA BANERJEE

3/11/2019  
Date

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

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on MARCH 11, 2019 (date) by

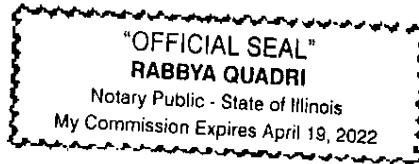
MRIDUL BANERJEE, JAYA BANERJEE (name/s of person/s acknowledged).

[Signature]

Notary Public  
(Seal)

Printed Name: RABBYA QUADRI

My Commission expires: APRIL 19, 2022



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In Witness Whereof, the Lender has executed this Agreement.

**JAMES B NUTTER & COMPANY**

By John Briseno (print name)  
Loss Mitigation Supervisor (title)

3/15/19 Date

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

### LENDER ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2019 by **JOHN BRISENO**, the **LOSS MITIGATION SUPERVISOR** of **JAMES B NUTTER & COMPANY**, a company, on behalf of said company.

Carmen Boyce  
Notary Public

Printed Name: Carmen Boyce  
My commission expires: 04.14.2020

**THIS DOCUMENT WAS PREPARED BY:**  
**CARRIE MCLEOD**  
**JAMES B. NUTTER & COMPANY**  
**4153 BROADWAY ST**  
**KANSAS CITY, MO 64111**

**CARMEN BOYCE**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires: 04/14/2020  
Commission # 16804704



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## EXHIBIT A

**BORROWER(S): MRIDUL BANERJEE AND JAYA BANERJEE**

**LOAN NUMBER: 582907**

**LEGAL DESCRIPTION:**

The land referred to in this document is situated in the STATE OF ILLINOIS, COUNTY OF COOK, CITY OF PROSPECT HEIGHTS, and described as follows:

UNIT 11-308 IN RIVER TRAILS CONDOMINIUM AS DELINEATED ON A SURVEY OF PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 268763891 AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 832 WINESAP COURT, PROSPECT HEIGHTS, ILLINOIS 60070

