

# UNOFFICIAL COPY

Doc#: 1935208181 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 12/18/2019 10:19 AM Pg: 1 of 5

After Recording Return To:  
CoreLogic SolEx  
1625 NW 136th Avenue Suite E-100  
Sunrise, FL 33323

This Document Prepared By:

James P. Cooper  
Nationstar Mortgage LLC d/b/a Mr. Cooper  
8950 CYPRESS WATERS BLVD  
DALLAS, TX 75019

Parcel ID Number: 14-08-209-020-1030

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
Original Recording Date: June 12, 2009 Loan No: **635467863**  
Original Loan Amount: **\$237,368.00** Investor Loan No: **218358816**  
New Money: **\$0.00** FHA Case No.: **137-4771182-734**

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 27th day of November, 2019, between **JOSEPH T. GATTON** whose address is **5323 N KENMORE UNIT 3B, CHICAGO, IL 60640** ("Borrower") and **Nationstar Mortgage LLC d/b/a Mr. Cooper** which is organized and existing under the laws of **The United States of America**, and 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 **April 24, 2009** and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **0916349067** and recorded on **June 12, 2009**, 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

**5323 N KENMORE UNIT 3B, CHICAGO, IL 60640,**  
(Property Address)

the real property described being set forth as follows:

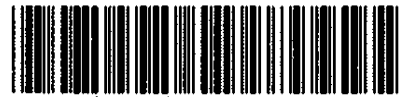
See Exhibit "A" attached hereto and made a part hereof;

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 **December 1, 2019**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$174,093.53**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any 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.



\* 6 3 5 4 6 7 8 6 3 Y G O V \*  
HUD MODIFICATION AGREEMENT  
8300h 11/17



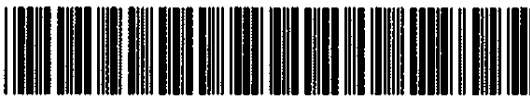
\* 4 3 8 3 4 1 + 1 0 \*

# UNOFFICIAL COPY

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 **4.000%**, from **December 1, 2019**. Borrower promises to make monthly payments of principal and interest of U.S. **\$831.15**, beginning on the **1st** day of **January, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **December 1, 2049** (the "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 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.

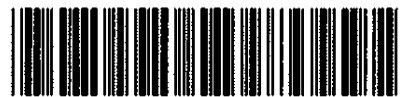
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower 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.
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.
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.



\* 6 3 5 4 6 7 8 6 3 Y G O V \*

HUD MODIFICATION AGREEMENT

8300h 11/17



\* 4 3 8 3 4 1 + 1 0 \*

(page 2 of 4)

# UNOFFICIAL COPY

- 8. 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).
- 9. 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.

Joseph T. Gatton  
 JOSEPH T. GATTON Borrower

09 MSR  
 Date: 12/9/19

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

State of Illinois

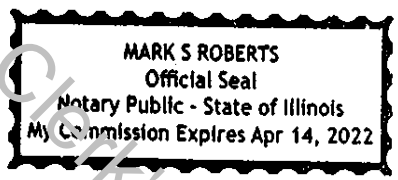
County of Cook

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

December 09, 2019 (Date-Month, Day and Year)

by JOSEPH T. GATTON.

Mark S. Roberts  
 (Signature of person taking acknowledgment)



Mark S. Roberts  
 (Printed Name of person taking acknowledgment)

My Commission Expires on 04/14/2022



# UNOFFICIAL COPY

Nationstar Mortgage LLC d/b/a Mr. Cooper

By: \_\_\_\_\_ (Seal) - Lender

Name: James Powers

Title: Assistant Secretary

12-13-19  
Date of Lender's Signature

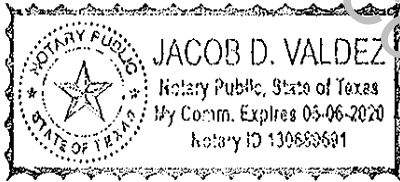
\_\_\_\_\_  
[Space Below This Line For Acknowledgments]

The State of TX  
County of Dallas

Before me Jacob Valdez /Notary Public (name/title of officer) on this day  
(Please Print Name)

personally appeared James Powers, 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 13 day of December, A.D. 2019.



Jacob Valdez  
Signature of Officer

Jacob D Valdez  
(Printed Name of Officer)

Notary Public  
Title of Officer

My Commission expires : 06/06/2020



\* 6 3 5 4 6 7 8 6 3 Y G O V \*  
HUD MODIFICATION AGREEMENT  
8300h 11/17



\* 4 3 8 3 4 1 + 1 0 \*

# UNOFFICIAL COPY

## Exhibit "A"

Loan Number: 635467863

Property Address: 5323 N KENMORE UNIT 3B, CHICAGO, IL 60640

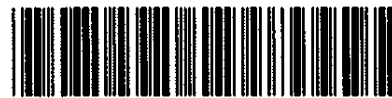
**Legal Description:**

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS: UNIT 5323-3B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE KENTON COURT CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 91658630 AND AS AMENDED FROM TIME TO TIME IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office



\* 6 3 5 4 6 7 8 6 3 Y G O V \*  
12338 06/18 Exhibit A Legal Description Attachment



\* 4 3 8 3 4 1 + 1 0 \*  
Page 1 of 1