



Passaic County Document Summary Sheet

PASSAIC COUNTY CLERK GRAND STREET ROOM 113 PATERSON NJ 07501	Transaction Identification Number	2892979	2245584
	Return Address <i>(for recorded documents)</i> PHH MORTGAGE 1 MORTGAGE WAY MT. LAUREL NJ 08054		

Official Use Only

KRISTIN M. CORRADO
 CLERK
 PASSAIC COUNTY
 New Jersey

INSTRUMENT NUMBER
 2016063418
 RECORDED ON
 Dec 21, 2016
 9:39:20 AM
 BOOK:R691 PAGE:90
 Total Pages: 8

NJ PRESERVATION ACCOUNT \$35.00
 RECORDING FEES - \$55.00
 RECORDER OF DEEDS
 HOMELESSNESS TRUST FUND \$3.00
 TOTAL PAID \$93.00
 INV: 1186097 USER: SF

Submission Date <i>(mm/dd/yyyy)</i>		12/20/2016
No. of Pages <i>(excluding Summary Sheet)</i>		6
Recording Fee <i>(excluding transfer tax)</i>		\$93.00
Realty Transfer Tax		\$0.00
Total Amount		\$93.00
Document Type	MORTGAGE MODIFICATION	
Electronic Recordation Level	L2 - Level 2 (With Images)	
Municipal Codes		
WANAQUE BOROUGH		13
Bar Code(s)		
		 A1DA98

Additional Information (Official Use Only)

* DO NOT REMOVE THIS PAGE.
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 RETAIN THIS PAGE FOR FUTURE REFERENCE.



Passaic County Document Summary Sheet

MORTGAGE MODIFICATION	Type		MORTGAGE MODIFICATION		
	Consideration				
	Submitted By		SIMPLIFILE, LLC. (SIMPLIFILE)		
	Document Date		12/02/2016		
	Reference Info				
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date
	OR	4766	85	2004063765	
			Name		Address
			MILAN MILENKOVIC		
			Name		Address
		PHH MORTGAGE CORPORATION			
Parcel Info					
Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality

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After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244

This Document Prepared By:
JOSEPH LAMBERT, SPECIALIST
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
1-877-766-8244

[Space Above This Line For Recording Data]

Original Recording Date: **June 17, 2004**
Original Loan Amount: **\$175,000.00**
Original Lender Name: **CENDANT MORTGAGE CORPORATION D/B/A PHH MORTGAGE SERVICES**
New Money: **\$5,550.04**
Prepared Date: **November 17, 2016**

Loan No: **0028048023**
Investor Loan No: **4004045628**

LOAN MODIFICATION AGREEMENT

(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 17th day of November, 2016, between **MILAN MILENKOVIC, A MARRIED MAN** ("Borrower") and **PHH MORTGAGE CORPORATION F.K.A. CENDANT MORTGAGE CORPORATION D.B.A. PHH MORTGAGE SERVICES**, 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 **June 14, 2004** and recorded in Book/Liber **4766**, Page **85**, Instrument No: **2004063765** and recorded on **June 17, 2004**, of the Official Records of **Passaic County, NJ** 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

5 4TH AVE, HASKELL, NJ 07420,
(Property Address)

the real property described being set forth as follows:

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

Tax Parcel No.: 00416 00001



* 0 0 2 8 0 4 8 0 2 3 *
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: 0028048023

8300a 08/14



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Form 3179 1/01 (rev 4/14)

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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 **December 1, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$133,408.40**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **3.625%**, from **December 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$526.86**, beginning on the **1st day of January, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.625%** will remain in effect until principal and interest are paid in full. If on **December 1, 2056** (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. 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.



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- (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 [].

6. This Agreement modifies an obligation secured by an existing security instrument recorded in Passaic County, NJ, 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



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instrument is \$127,858.36. The principal balance secured by the existing security instrument as a result of this Agreement is \$133,408.40, 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.

Milan Milenkovic (Seal)
MILAN MILENKOVIC -Borrower

_____[Space Below This Line For Acknowledgments]_____

State of New Jersey

County of PASSAIC SS:

I certify that on this 2 day of DECEMBER 2016, MILAN MILENKOVIC, personally came before me, a Notary Public and acknowledged under oath, to my satisfaction, the he (she) is named in and personally signed this document; and delivered this document as his (her) act and deed.

[Signature]
NOTARY PUBLIC

My commission expires: JUNE 27, 2017
Origination Company: PHH MORTGAGE CORPORATION F.K.A. CENDANT MORTGAGE CORPORATION D.B.A. PHH MORTGAGE SERVICES
NMLSR ID: 2726



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Form 3179 1/01 (rev 4/14)
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PHH MORTGAGE CORPORATION F.K.A. CENDANT MORTGAGE CORPORATION D.B.A. PHH MORTGAGE SERVICES

By: [Signature] **CANDACE GALLARDO, ASST. V.P.** (Seal) - Lender

Name: _____
Title: ASSISTANT VICE PRESIDENT

12/9/16
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 12/9, 2016, before me, Amelia Curiale,
(please print NOTARY PUBLIC's name)

a Notary Public in and for said State, personally appeared

CANDACE GALLARDO, ASST. V.P. 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.

[Signature]
Notary Public

Notary Public of New Jersey
My Commission expires: _____

AMELIA L CURIALE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 05/19/2021



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Form 3179 1/01 (rev 4/14)
(page 5 of 5)

NOT CERTIFIED COPY

LOAN #0028048023

LEGAL DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Wanaque, County of Passaic State of New Jersey:

Being known and designated as Lot 1 Block L as shown on a certain map entitled, "Map No. 1, property of Wanaque Home, Inc. situated in the Borough of Wanaque, Passaic Co., NJ" and filed in the Office of the Passaic County Register/Clerk on October 14, 1949 as filed Map No. 1199 and being further described as follows:

BEGINNING at a point on the southerly line of Fourth Avenue where the same is intersected by the Division line between Lots 1 and 2 in Block L as shown on the aforementioned map number 1199 which point is distant 60.00 feet easterly from the corner formed by the intersection of the southerly line of Fourth Avenue with the easterly line of Rock Ridge Road, if both were produced to a point; and from thence running

- 1) South 80 degrees 15 minutes 50 seconds East, and along the aforementioned southerly line of Fourth Avenue 40.00 feet to a point; thence
- 2) In a general easterly direction and along the southerly line of Fourth Avenue and along the arc of a curve bearing to the right with a radius of 150.00 feet and an arc length of 20.06 feet to a point in the division line of lots 1 and 47; thence
- 3) South 9 degrees 44 minutes 10 seconds West, and along the said division line of lots 1 and 47, 98.66 feet to a point; thence
- 4) North 80 degrees 15 minutes 50 seconds West and along the division line of Lots 1 and 3, 60.00 feet to a point in the aforementioned Division line of Lots 1 and 2; thence
- 5) North 9 degrees 44 minutes 10 seconds East and along the aforementioned division line of Lots 1 and 2, 100.00 feet to the southerly line of Fourth Avenue and the point and pace of **BEGINNING**.

The above description is in accordance with a survey made by J.P. Miceli, L.S., dated June 9, 2004.

NOTE: Being Lot(s) 1, Block 416, Tax Map of the Borough of Wanaque, County of Passaic.

NOTE: Lot and Block shown for informational purposes only.