



Passaic County Document Summary Sheet

PASSAIC COUNTY CLERK GRAND STREET ROOM 113 PATERSON NJ 07501	Transaction Identification Number	2999573 2377421
	Return Address <i>(for recorded documents)</i> FIRST AMERICAN MORTGAGE SOLUTIONS- MOD SEGMENT 3 FIRST AMERICAN WAY SANTA ANA CA 92707	

Official Use Only

KRISTIN M. CORRADO
 CLERK
 PASSAIC COUNTY
 New Jersey

INSTRUMENT NUMBER
 2017020296
 RECORDED ON
 Apr 24, 2017
 10:50:11 AM
 BOOK:R702 PAGE:111
 Total Pages: 14

NJ PRESERVATION ACCOUNT \$65.00
 RECORDING FEES - \$85.00
 RECORDER OF DEEDS
 HOMELESSNESS TRUST FUND \$3.00
 EFILING CONVENIENCE FEE \$2.00
 TRUST FUND
 TOTAL PAID \$155.00
 INV: 1205719 USER: LH

Submission Date <i>(mm/dd/yyyy)</i>		04/24/2017
No. of Pages <i>(excluding Summary Sheet)</i>		12
Recording Fee <i>(excluding transfer tax)</i> <i>(Convenience Charge of \$2.00 included)</i>		\$155.00
Realty Transfer Tax		\$0.00
Total Amount		\$155.00
Document Type	MORTGAGE MODIFICATION	
Electronic Recordation Level	L2 - Level 2 (With Images)	
Municipal Codes		
POMPTON LAKES BOROUGH		09
Bar Code(s)		
		 A1F2D3

Additional Information (Official Use Only)

* DO NOT REMOVE THIS PAGE.
 COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF PASSAIC COUNTY FILING RECORD.
 RETAIN THIS PAGE FOR FUTURE REFERENCE.



Passaic County Document Summary Sheet

MORTGAGE MODIFICATION	Type		MORTGAGE MODIFICATION		
	Consideration				
	Submitted By		SIMPLIFILE, LLC. (SIMPLIFILE)		
	Document Date		02/17/2017		
	Reference Info				
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date
		10690	115	2009060969	
			Name		Address
			THOMAS E FINLEY		
			KATHLEEN FINLEY		
		Name		Address	
		OCWEN LOAN SERVICING LLC			
Parcel Info					
Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality

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TOTAL PAID \$155.00

INV: 1205719 USER: LH

Prepared By: Gisele Cazeau
After Recording Return To:
Ocwen Loan Servicing, LLC
Attn: Contract Management
P.O. Box 24737
West Palm Beach, FL 33416
Investor #: 12494

[Space Above This Line for Recording Data]

LOAN MODIFICATION AGREEMENT

Servicer: Ocwen Loan Servicing, LLC
Original Mortgagor / Maker: THOMAS EDDIE FINLEY AND KATHLEEN FINLEY
Marital Status: MARRIED
Original Mortgagee / Payee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
(MERS), SOLELY AS NOMINEE FOR UNIONFEDERAL MORTGAGE CORPORATION

Original Amount: \$ 494,941.00
Original Mortgage Date: OCTOBER 23, 2009
Date Recorded: NOVEMBER 06, 2009
Reel / Book: M10690 **Page / Liber:** 115
CRFN / Document/Instrument #: 2009060969
AP# / Parcel #: BLOCK: 5000 LOT: 29
Property Address: 61 JEFFERSON AVENUE
City: POMPTON LAKES **County:** PASSAIC **State:** NEW JERSEY

Present Holder of the Note and Lien: OCWEN LOAN SERVICING, LLC
Holder's Mailing Address: 5720 Premier Park Dr,
(Including county) West Palm Beach, FL 33407
Palm Beach County

New Money \$ _____

LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Registered Land (OH Only): YES NO

AFN# (OH Only): _____

District (NYC Only): _____ **Section:** _____ **Block:** _____ **Lot:** _____

District (MA Only): _____

Lot (DC Only): _____ **Square:** _____

BOROUGH OF
POMPTON



Loan Number: 602512269
Investor Loan Number: 203439819

This document was prepared by Ocwen Loan Servicing, LLC

After Recording Return To:
Ocwen Loan Servicing, LLC
ATTN: Mortgage Assistance
1661 Worthington Road, Suite 100
West Palm Beach, Florida 33409

_____[Space Above This Line For Recording Data]_____

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 17 day of Feb, 2017, between Thomas Eddie Finley , Kathleen Finley ("Borrower") and Ocwen Loan Servicing, LLC, Lender/Service or Agent for Lender/Service ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") dated 10/23/2009 and recorded in the 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

61 Jefferson Ave Pompton Lakes, NJ 07442-1118

NOT CERTIFIED COPY

the real property described being set forth as follows:

(Legal Description Attached if Applicable for Recording Only)

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 02/01/2017, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$504,699.24, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the New Principal Balance, plus interest, to the order of Lender. Interest will be charged on the New Principal Balance at the yearly rate of 3.75000%, from 02/01/2017. Borrower promises to make monthly payments of principal and interest of U.S. \$2,337.34, beginning on 03/01/2017, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower promises to also pay any applicable monthly escrow payments as outlined in this agreement. The initial monthly escrow amount is \$1,267.31. The escrow payments may be adjusted periodically in accordance with applicable law due to changes in property taxes, insurance amounts or other escrow expenses and therefore the total monthly payment may change accordingly. The escrow payment amount shown is based on current data and represents a reasonable estimate of expenditures for future escrow obligations; however, escrow payments may be adjusted periodically in accordance with applicable law. The yearly rate of 3.75000% will remain in effect until principal and interest are paid in full. If on 02/01/2047 ("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.
- (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 or not permitted per State or federal law.
- (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. Borrower will execute such other documents as may be reasonably necessary to correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. Borrower understands that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If Borrower elects not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement. Borrower agrees to deliver any such corrective documents within ten (10) days after Borrower receives the Lender's written request for such replacement.
- (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. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked and Borrower has been advised of the amount needed to fully fund the Escrow Items.

Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum ("Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly

payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.

Severability: Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be or become prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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BORROWER ACKNOWLEDGEMENT

IMPORTANT - Do NOT sign this Agreement unless you are in the presence of a notary. If extenuating circumstances prevent one notary signature, separately signed and notarized agreements will be accepted; however, the agreements must be returned in the same package to Ocwen Loan Servicing.



Each of the Borrower(s) and the Lender acknowledge that no representations, agreements or promises were made by the other party or any of its representatives other than those representations, agreements or promises specifically contained herein. This Agreement, and the Note and Security Instrument (as amended hereby) set forth the entire understanding between the parties. There are no unwritten agreements between the parties.

All individuals on the mortgage, note and the property title must sign this Agreement.

3/24/17

Date

Thomas E Finley

Thomas Eddie Finley

3/24/17

Kathleen Finley

Kathleen Finley

STACY A. CROSSON
NOTARY PUBLIC OF NEW JERSEY
D. # 2246279
My Commission Expires 3/27/2020

Stacy A Crosson 3/24/17



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BORROWER ACKNOWLEDGEMENT
(CONTINUED)

State of New Jersey
County of PASSAIC



On this 24 day of March, 2017, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Thomas Eddie Finley, Kathleen Finley personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Kathleen Finley

Stacy A. Crosson
Notary Public
3/24/17

My Commission Expires:

STACY A. CROSSON
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2246279
My Commission Expires 3/27/2020



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LENDER ACKNOWLEDGEMENT
(For Lender's Signature Only)

Lender acknowledges that no representations, agreements or promises were made or any of its representations other than those representations, agreements or promises specifically contained herein. This Agreement, and the Note and Security Instrument (as amended hereby) set forth the entire understanding between the parties. There are no unwritten agreements between the parties.



Ocwen Loan Servicing

Gisele Cazeau
Authorized Officer **Gisele Cazeau**

APR 13 2017

Date

State of Florida

County of Palm Beach

On this 13th day of April, 2017 before me, the undersigned, a Notary Public in and for said county and state, personally appeared Gisele Cazeau personally known to me or identified to my satisfaction to be the person who executed the within instrument as authorized officer of Ocwen Loan Servicing, LLC., said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.



Felicia Perry
Notary Public **Felicia Perry**

My Commission Expires:

AUG 04 2020

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OCWEN LOAN SERVICING, LLC

Gisele Cazeau
By: Gisele Cazeau
Authorized Officer
Date: 14-April-2017

WITNESSES:

Desmond Cummings
Desmond Cummings

Joseph Monaco
Joseph Monaco

STATE OF Florida }
COUNTY OF Palm Beach }

On 14-April-2017, before me, the undersigned Notary Public, personally appeared Gisele Cazeau, Authorized Officer of Ocwen Loan Servicing, LLC, 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 he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual(s) or person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the county of Palm Beach, State of Florida.

Witness my hand and official seal.



Felicia Perry
Notary - State of Florida Felicia Perry
County of Palm Beach

Prepared by: *Gisele Cazeau*
Gisele Cazeau

Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

Certificate of Preparation

This is to certify that this instrument was prepared by Ocwen Loan Servicing, LLC, one of the parties named in the instrument.



Signature
Gisele Cazeau

LOSS MITIGATION

Ocwen Loan Servicing LLC
Loss Mitigation Department
5720 Premier Park Dr
West Palm Beach, FL 33407
1-800-850-4622

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EXHIBIT "A"

ALL that certain lot, piece or parcel of land situate, lying and being in the Borough of Pompton Lakes, County of Passaic and the State of New Jersey:

BEING known and designated as Lot 29 in Block 5000, as shown on a certain map entitled "Map of Lots, Gibraltar Construction Corp., Revision of Lots 2-5 & 22-25, Block 50, Lot 11, Block 51 & Lots 1-4, Block 49, Showing House Numbers, Pompton Lakes, Passaic County, N.J., March 27, 1950," and filed in the Passaic County Register's Office on August 24, 1950 as Map No. 1241.

FOR INFORMATIONAL PURPOSES ONLY: Said premises being commonly known as 61 Jefferson Avenue, and designated as Lot 29 in Block 5000, as shown on the Official Tax Maps of the Borough of Pompton Lakes, County of Passaic and the State of New Jersey.