



## Passaic County Document Summary Sheet

PASSAIC COUNTY CLERK  GRAND STREET ROOM 113 PATERSON NJ 07501	<b>Transaction Identification Number</b>	3106969      2512430
	<b>Return Address</b> <i>(for recorded documents)</i> PHH MORTGAGE 1 MORTGAGE WAY MT. LAUREL NJ 08054	

**Official Use Only**

<b>Submission Date</b> <i>(mm/dd/yyyy)</i>		08/08/2017
<b>No. of Pages</b> <i>(excluding Summary Sheet)</i>		6
<b>Recording Fee</b> <i>(excluding transfer tax)</i> <i>(Convenience Charge of \$2.00 included)</i>		\$95.00
<b>Realty Transfer Tax</b>		\$0.00
<b>Total Amount</b>		\$95.00
<b>Document Type</b>	MORTGAGE MODIFICATION	
<b>Electronic Recordation Level</b>	L2 - Level 2 (With Images)	
<b>Municipal Codes</b>		
WAYNE TOWNSHIP		14
<b>Bar Code(s)</b>		

KRISTIN M. CORRADO  
 CLERK  
 PASSAIC COUNTY  
 New Jersey

INSTRUMENT NUMBER  
 2017037818  
 RECORDED ON  
 Aug 09, 2017  
 10:25:31 AM  
 BOOK:R710 PAGE:236  
 Total Pages: 8

NJ PRESERVATION ACCOUNT \$35.00  
 RECORDING FEES - \$55.00  
 RECORDER OF DEEDS  
 HOMELESSNESS TRUST FUND \$3.00  
 EFILING CONVENIENCE FEE \$2.00  
 TRUST FUND  
 TOTAL PAID \$95.00  
 INV: 1223286 USER: ML



A2097D

**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**

<b>MORTGAGE MODIFICATION</b>	<b>Type</b>		MORTGAGE MODIFICATION		
	<b>Consideration</b>				
	<b>Submitted By</b>		SIMPLIFILE, LLC. (SIMPLIFILE)		
	<b>Document Date</b>		06/24/2017		
	<b>Reference Info</b>				
	<b>Book ID</b>	<b>Book</b>	<b>Beginning Page</b>	<b>Instrument No.</b>	<b>Recorded/File Date</b>
		M4975	1	2004082094	
			<b>Name</b>		<b>Address</b>
			ROGELIO V DEIBE		
			<b>Name</b>		<b>Address</b>
		PHH MORTGAGE CORPORATION FKA CENDANT MORTGAGE CORPORATION DBA PHH MOR			
<b>Parcel Info</b>					
<b>Property Type</b>	<b>Tax Dist.</b>	<b>Block</b>	<b>Lot</b>	<b>Qualifier</b>	<b>Municipality</b>

**\* DO NOT REMOVE THIS PAGE.  
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF PASSAIC COUNTY FILING RECORD.  
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After Recording Return To:  
**PHH Mortgage Services**  
**1 Mortgage Way**  
**Mount Laurel, NJ 08054**  
**Return to Phone: 877-766-8244**

This Document Prepared By:  
**Elizabeth Lashley, Specialist**  
**PHH Mortgage Corporation**  
**1 Mortgage Way**  
**Mount Laurel, NJ 08054**  
**1-877-766-8244**

KRISTIN M. CORRADO  
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 INV: 1223286 USER: ME

[Space Above This Line For Recording Data]

Original Recording Date: **August 05, 2004** Loan No: **0028498244**  
 Original Loan Amount: **\$188,000.00** Investor Loan No: **4004108045**  
 Original Lender Name: **Cendant Mortgage Corporation DBA PHH Mortgage Services**  
 New Money: **\$10,506.68**  
 Prepared Date: **May 25, 2017**

**LOAN MODIFICATION AGREEMENT**  
 (Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 15th day of November, 2016, between **ROGELIO V DEIBE, AN UNMARRIED MAN** ("Borrower") and **PHH Mortgage Corporation FKA Cendant Mortgage Corporation DBA 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 **July 30, 2004** and recorded in Book/Liber **M4975**, Page **1**, Instrument No: **2004082094** and recorded on **August 05, 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

**1204 BRITTANY DR, WAYNE, NJ 07470,**  
 (Property Address)

the real property described being set forth as follows:

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

**Tax Parcel No.: 03200.0000 00011.0000 C1204**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as



\* 0 0 2 8 4 9 8 2 4 4 \*

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

**Loan No: 0028498244**

8300b 08/14



\* 7 8 0 8 3 + 1 4 \*

Form 3179 1/01 (rev. 4/14)

(page 1 of 5)

follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **February 1, 2017**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$180,058.06**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$28,750.00** 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 **\$151,308.06**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **2.000%**, from **February 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. **\$458.20**, beginning on the **1st** day of **March, 2017**, 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 **2.000%** 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 **February 1, 2057**.
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) above.
6. Borrower understands and agrees that:



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

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\* 7 8 0 8 3 + 1 4 \*

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- (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 [  ].

7. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

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forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

- 8. 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 instrument is \$169,551.38. The principal balance secured by the existing security instrument as a result of this Agreement is \$180,058.06, 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.

*Rogelio V Deibe* (Seal)  
**ROGELIO V DEIBE** -Borrower

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

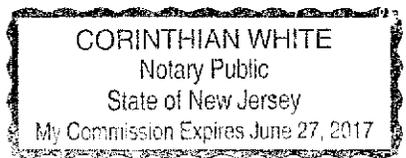
State of New Jersey

County of Passaic SS:

I certify that on this 24 day of JUNE, 2017, **ROGELIO V DEIBE**, personally came before me, a Notary Public and acknowledged under oath, to my satisfaction, that he (she) is named in and personally signed this document; and delivered this document as his (her) act and deed.

*Corinthian White*  
 NOTARY PUBLIC

My commission expires : JUNE 27 2017  
 Origination Company: **PHH Mortgage Corporation FKA Cendant Mortgage Corporation DBA PHH Mortgage Services**  
 NMLSR ID: 2726



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**Loan No: 0028498244**  
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 Form 3179 1/01 (rev. 4/14)  
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PHH Mortgage Corporation FKA Cendant Mortgage Corporation DBA PHH Mortgage Services

By: Dana Consalo (Seal) - Lender

Name: \_\_\_\_\_  
Title: ASSISTANT VICE PRESIDENT **DANA CONSALO, ASST. V.P.**

7-14-17  
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 7/14, 2017, before me, **KEITH H GOLDIN**  
(please print NOTARY PUBLIC's name)

a Notary Public in and for said State, personally appeared

**DANA CONSALO, 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.

Notary Public

Keith H Goldin

**KEITH H GOLDIN**

Notary Public of New Jersey

My Commission expires: 4/9/19

Keith H Goldin  
Notary Public of New Jersey  
My Commission Expires: 04/09/2019



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NOT CERTIFIED COPY

## EXHIBIT A

**LOAN #: 0028498244**

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Wayne, County of Passaic, State of New Jersey, and being more particularly described as follows:

BEING KNOWN and designated as Unit 1204 having a 0.1488 undivided percentage interest in the Common Elements is located as shown on Site Plan, made part of Master Deed creating Brittany Chase Condominium, dated December 16, 1992 and filed December 18, 1992 in Deed Book N-132 Page 5; The aforesaid Master Deed has been amended as follows:

First Amendment dated October 13, 1993 and filed October 19, 1993 in Deed Book U-134 Page 500. Second Amendment dated December 20, 1994 and filed December 28, 1994 in Deed Book L-138 Page 142. Third Amendment dated December 11, 1995 and filed December 12, 1995 in Deed Book Q-142 Page 324 at the Passaic County Register's Office. Said Master Deed may now or hereafter be lawfully amendment.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 11 in Block 03200 on the Township of Wayne Tax Map.

In accordance with a Survey Certificate prepared by Clark Surveying and Mapping Co., dated July 21, 2004.

NOT CERTIFIED