



Passaic County Document Summary Sheet

PASSAIC COUNTY CLERK GRAND STREET ROOM 113 PATERSON NJ 07501	Transaction Identification Number	3115333	2522999
	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
 2017038978
 RECORDED ON
 Aug 16, 2017
 9:08:22 AM
 BOOK:R711 PAGE:123
 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: 1224431 USER: SF

Submission Date <i>(mm/dd/yyyy)</i>		08/15/2017
No. of Pages <i>(excluding Summary Sheet)</i>		6
Recording Fee <i>(excluding transfer tax)</i> <i>(Convenience Charge of \$2.00 included)</i>		\$95.00
Realty Transfer Tax		\$0.00
Total Amount		\$95.00
Document Type	MORTGAGE MODIFICATION	
Electronic Recordation Level	L2 - Level 2 (With Images)	
Municipal Codes	WAYNE TOWNSHIP 14	
Bar Code(s)	 A20B50	

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		07/10/2017		
	Reference Info				
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date
		M-3379	176	2003100079	
			Name		Address
			JOSEPH S GUCCIONE		
			LUZ C NUNEZ FKA LUZ C GUCCIONE		
			Name		Address
			PHH MORTGAGE CORPORATION FKA CENDANT MORTGAGE CORPORATION DBA PHH MOR		
Parcel Info					
Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality

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RETAIN THIS PAGE FOR FUTURE REFERENCE.

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 CLERK PASSAIC COUNTY New Jersey	
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[Space Above This Line For Recording Data]

Original Recording Date: **August 20, 2003**
Original Loan Amount: **\$240,000.00**
Original Lender Name: **Cendant Mortgage Corporation DBA PHH Mortgage Services**
New Money: **\$137,737.43**
Prepared Date: **July 06, 2017**

Loan No: **0024268526**
Investor Loan No: **4003357774**

LOAN MODIFICATION AGREEMENT (Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 6th day of July, 2017, between **JOSEPH S GUCCIONE, AND LUZ C NUNEZ FKA LUZ C GUCCIONE** ("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 10, 2003** and recorded in Book/Liber **M-3379**, Page **176**, Instrument No: **2003100079** and recorded on **August 20, 2003**, 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

8 JOSEPH PLACE, 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.: **01819.0000 00012.0000**

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):



* 0 0 2 4 2 6 8 5 2 6 *

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: **0024268526**

8300b 08/14



* 7 8 8 1 3 + 1 4 *

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1. As of **November 1, 2016**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$351,857.49**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$40,500.00** 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 **\$311,357.49**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **2.000%**, from **November 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$942.87**, beginning on the **1st** day of **December, 2016**, 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 **November 1, 2056**.
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:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security



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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 [].

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



* 0 0 2 4 2 6 8 5 2 6 *

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security instrument is \$214,120.06. The principal balance secured by the existing security instrument as a result of this Agreement is \$351,857.49, 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.

[Signature] (Seal)
JOSEPH S GUCCIONE -Borrower

[Signature] (Seal)
LUZ C NUNEZ FKA LUZ C GUCCIONE -Borrower

_____ [Space Below This Line For Acknowledgments] _____

State of New Jersey

SS:

County of PASSAIC

I certify that on this 10th day of JULY, 2017, **JOSEPH S GUCCIONE and LUZ C NUNEZ FKA LUZ C GUCCIONE**, 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]
ALEJANDRO URQUICO
NOTARY PUBLIC

COUNTY OF PASSAIC

My commission expires 4/2/2018

Origination Company: **PHH Mortgage Corporation FKA Cendant Mortgage Corporation DBA PHH**

Mortgage Services ID # 2371811

NMLSR ID: 2726



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: 0024268526

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PHH Mortgage Corporation FKA Cendant Mortgage Corporation DBA PHH Mortgage Services

By: [Signature] DOLORES LAURIA, ASST. V.P. (Seal) - Lender

Name: _____

Title: ASSISTANT VICE PRESIDENT

8/10/17
Date of Lender's Signature

[Space Below This Line For Acknowledgments]
State of New Jersey, County of Burlington

On 8/10, 2017, before me, TUYET THI-BACH TRAN
(please print NOTARY PUBLIC's name)

a Notary Public in and for said State, personally appeared

DOLORES LAURIA, 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: _____

Tuyet Thi-Bach Tran
Notary Public of New Jersey
My Commission Expires March 13, 2019

NOT CERTIFIED COPY



* 0 0 2 4 2 6 8 5 2 6 *
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8300b 08/14



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EXHIBIT A

LOAN #: 0024268526

BEING KNOWN AND DESIGNATED AS LOT 12 IN BLOCK 480-H ON A MAP ENTITLED "SUBDIVISION MAP OF SECTION NO. 2 OF THE PREAKNESS ESTATES, TOWNSHIP OF WAYNE, PASSAIC COUNTY, N.J." AND FILED IN THE BERGEN COUNTY CLERK'S OFFICE ON OCTOBER 5, 1965 AS MAP NUMBER 1548.

BEING FURTHER DESCRIBED, ACCORDANCE WITH A SURVEY PREPARED BY G. CASSETTA AND ASSOCIATES, DATED SEPTEMBER 28, 1998 AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF MICHAEL DRIVE, SAID POINT BEING MEASURED SOUTHERLY ALONG THE WESTERLY LINE OF MICHAEL DRIVE A DISTANCE OF 135.00 FT. FROM ITS INTERSECTION WITH THE SOUTHERLY LINE OF JOSEPH PLACE, BOTH PRODUCED TO INTERSECT, AND RUNNING THENCE;

1. NORTH 89 DEG. 20 MIN. 00 SEC. WEST A DISTANCE OF 120.00 FT. TO A POINT, THENCE;
2. NORTH 00 DEG. 40 MIN. 00 SEC. EAST A DISTANCE OF 121.41 FT. TO A POINT IN THE SOUTHERLY LINE OF JOSEPH PLACE, THENCE;
3. NORTH 84 DEG. 12 MIN. 17 SEC. EAST ALONG THE SOUTHERLY LIN OF JOSEPH PLACE A DISTANCE OF 92.775 FT. TO A POINT OF CURVATURE, THENCE;
4. EASTERLY AND SOUTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FT. AND AN ARC LENGTH OF 37.92 FT. TO A POINT OF TANGENCY IN THE WESTERLY LINE OF MICHAEL DRIVE, THENCE;
5. SOUTH 00 DEG. 40 MIN. 00 SEC. WEST ALONG THE WESTERLY LINE OF MICHAEL DRIVE A DISTANCE OF 107.01 FT. TO THE POINT OF BEGINNING.

NOT CERTIFIED COPY