Doc#. 1805746269 Fee: \$62.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 02/26/2018 12:39 PM Pg: 1 of 8

After Recording Return To: RUTH RUHL, P.C. Attn: Recording I ep rement 12700 Park Central Zrive Suite 850 Dallas, Texas 75251

Prepared By: RUTH RUHL, P.C.

OrCoof 12700 Park Central Drive, Suite 850 Dallas, TX 75251

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Loan No.: 0011066149

FHA Case No.: 137-6358894703

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 6th day of Fibruary, 2018 between SHARYN SILAS, A SINGLE WOMAN, whose address is 15229 COTTAGE GROVE, DOLTON, **Illinois 60419**

("Burrower/Grantor")

and American Financial Resources, Inc., by Loancare LLC, as Agent under Limited POA, whose address is 3637 Sentara Way, Virginia Beach, Virginia 23452

("Lender/Grantee"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated July 29th, 2011 , and recorded in Book/Liber N/A , recorded August 15th, 2011 , Page N/A Instrument No. 1122741120 , of the Records of Cook County, Illinois 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 15229 COTTAGE GROVE, DOLTON, Illinois 60419

Loan No.: 0011066149

the real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

In consideration of the mu			
(notwithstanding anything in the co	ontrary contained in the N	ote or Security Instrume	nt):

- 1. As of April 1st 2018 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 76,908.79 , consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest at 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 4.000 %, from Märch 1st, 2018 Borrower promises to make monthly payments of principal and interest of U.S. \$ 367.17 , beginning on the 1st day of April 2018, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.000 % will remain in effect until principal and interest are paid in full. If on March 1st, 2048 , (the "Maturity Date"), Borrower still owes amounts under the Note and the occurity 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 turns secured by the Security Instrument.

 If Lender exercises this option, Lender shall give Borrov er 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 vectors further notice or demand on Borrower.
- Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all proments 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 specified date 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.

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- 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.
- 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, an actionney'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, executo seconditions of the Borrower.
- (f) Borrower authorizes Ler ic. 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 l'alances and activity, including information about any modification or foreclosure relief programs, with Third Part es that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's Ioan. For purposes of this section, Third Parties include a counseling agency, stree o 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'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. If applicable, by this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligations to pay to Lender Funds for any or all Escrow Items is hereby worked, 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 (the "Funds") to provide for payment of a nounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encur, orance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and administrance 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

Loan No.: 0011066149

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 Frads 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 ltd., 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 is required by RESPA.

If there is a surplus of Funds field 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 receivant to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

RESPA, but in no more than 12 monthly payments.

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

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2/12/2018	Shury Julas (Scal)
Date	SHARYN SILAS / –Borrower
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Date	-Borrower
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Date	-Borrower
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BORROWER AC	KNOWLEDGMENT
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County of <u>Cock</u> §	4h-
On this 12th day of February [name]	2018, before me,
Elvia Gez [nam	e of notary], a No ary Public in and for said state,
personally appeared SHARYN SILAS	Q.
[name of person acknowledged], known to me to be the packnowledged to me that hershelp they executed the same	person who executed the within instrument, and
acknowledged to me that no snejthey executed the same	for the purpose therein stated
	\mathcal{L}_{0}
(Seal)	Clurateres
OFFICIAL SEAL	Notary Signature
ELVIA PEREZ lotary Public - State of Illinois	Elvia lesez
Commission Expires 5/13/2020	Type or Print Name of Notary
	Notary Public, State of Illinois
	My Commission Expires: $\frac{5/13/2020}{}$

Loan No.: 0011066149				
American Financial Resources, Inc., by Loancare LLC, as Agent under Limited -Lender POA	-Date			
By:				
LENDER ACK'TO VLEDGMENT				
State of Virginia § County of Virginia Beach City § On this	QAAf 2018, before me, my 1, a Notary Public is, and for said state, personally			
appeared ALICE B. DOSS [name of officer or agent, title of officer or agent] of Ai Agent under Limited POA	ASSISTANT SECRETARY			
known to me to be the person who executed the within ir that he she they executed the same for the purpose therei	[name of entity] istrument on behalf of said entity, and acknowledged to men in stated.			
(Seal) ERICA MAXINE VENTURA NOTARY PUBLIC REGISTRATION # 7730538 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES JUNE 30, 2021	Notary Signature ERICA MAXINE VENTURA Type or Print Name of Notary Notary Public, State of Uguna			
	My Commission Expires: June 30, 200/			

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UNOFFICIAL COPY

Exhibit A

PARCEL 1: LOT 14 (EXCEPT THE NORTH 14 FEET) LOT 15 AND THE NORTH 6 FEET OF LOT 16 IN BLOCK 3 IN SIBLEY COTTAGE GROVE AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOT 12 IN BERNHARD ENGELS SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT RAILROAD) AND THE SOUTHEAST 1/4 (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4) OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2-11 TE WEST 1/2 OF THE VACATED ALLEY EAST AND ADJOINING PARCEL

1. IN COOK COUNTY, ILLINOIS.

A.P.N.: 29-11-302-033-0000

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EXHIBIT "B"

(1) The Security Instrument executed by SHARYN SILAS

in favor of Mortgage Electronic Registration Systems, Inc., as nominee for American Financial Resources, Inc., a New Jersey Corporation in the original principal sum of \$ 77,972.00 , dated July 29th, 2011 , recorded on August 15th, 2011 in Liber or Book N/A , Page N/A , Instrument No. 1122741120 , of the Official Records of Cook County, Illinois

ment w. A. Instrume.

October Colling Clark's Office Said Security Instrument was modified by a Loan Modification Agreement recorded on July 7th, 2015, in Liber or Book N/A, Page N/A Instrument No. 1518817088, of the Official Records of Cook County, Illinois.