

# UNOFFICIAL COPY

Doc#: 1815829033 Fee: \$58.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/07/2018 09:13 AM Pg: 1 of 6

When recorded return to :  
Richmond Monroe Group  
82 Jim Linegar LN  
Branson West, MO. 65737  
SPS # *BRUN TS-1203*

This instrument was prepared by:  
Select Portfolio Servicing, Inc.  
3217 S Decker Lake Dr  
Salt Lake City, UT 84119

Permanent Index Number: 24-04-104 028 0000

*[Space Above This Line For Recording Data]*

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 21st day of February, 2018, between SIMON JUAREZ, JR., MARRIED AND JOANNE JUAREZ, MARRIED ("Borrower") and Select Portfolio Servicing, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated June 14, 2010, in the amount of \$123,062.00 and recorded on June 23, 2010 in Book, Volume, or Liber No. \_\_\_\_\_, at Page \_\_\_\_\_ (or as Instrument No. 1017444069), of the Official (Name of Records) Records of Cook, ILLINOIS (County and State, or other jurisdiction) 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

5357 W 89TH STREET, OAK LAWN, IL 60453  
(Property Address)

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

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):

Loan Modification Agreement Single Family - Payable Max Uniform Instrument  
The Compliance Source, Inc. Page 1 of 6

Form 3179 1/01 (rev. 4/14)  
13763ML 10/01 Rev. 03/17  
©2001-2017 The Compliance Source, Inc.

1 0 0 1 4 7 9 3 1 5 2 \*



CS012 1616

0014566700005102200

0014793152

CS006

0014793152

# UNOFFICIAL COPY

1. As of April 1, 2018, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$195,515.26, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. \$58,654.58 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 \$136,860.68. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.875%, from March 1, 2018. Borrower promises to make monthly payments of principal and interest of U.S. \$724.28, beginning on the 1st day of April, 2018, 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 4.875% 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 March 1, 2048.
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. 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is annexed 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



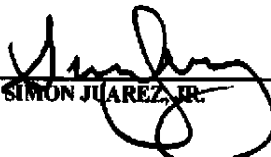
# UNOFFICIAL COPY

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 balance, 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 in which Borrower is obligated, or to any companies that perform support services to Lender 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 .

  
 \_\_\_\_\_ (Seal)  
 SIMON JUAREZ, JR. -Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 -Borrower

  
 \_\_\_\_\_ (Seal)  
 JOANNE JUAREZ -Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 -Borrower



# UNOFFICIAL COPY

## ACKNOWLEDGMENT

State of Ill §  
County of Cook §

The foregoing instrument was acknowledged before me, this April 2<sup>nd</sup>, 2018 by SIMON JUAREZ, JR. AND JOANNE JUAREZ.

[Signature]  
\_\_\_\_\_  
Signature of Person Taking Acknowledgment  
Howie Gutierrez  
\_\_\_\_\_  
Printed Name  
Notary  
\_\_\_\_\_  
Title or Rank

(Seal) Serial Number, if any: \_\_\_\_\_



Loan Modification Agreement - Single Family - Fannie Mae Uniform Instrument  
The Compliance Source, Inc. Page 4 of 6

Form 3179 1/01 (rev. 4/14)  
2378311, 10/01 Rev. 03/17  
©2001-2017 The Compliance Source, Inc.



CS012 1656

0014566700005132200

0014793152



CS006

00168219000063081200

0014793152

# UNOFFICIAL COPY

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
Select Portfolio Servicing, Inc.

MAY 15 2018

By: [Signature] Kelsie Kunz, Document Control Officer  
-Lender Date of Lender's Signature

### ACKNOWLEDGMENT

State of Utah §  
County of Salt Lake §

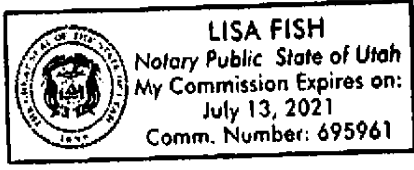
This instrument was acknowledged before me on MAY 15 2018 by Kelsie Kunz as \*Personally Known  
Document Control Officer of Select Portfolio Servicing, Inc..

[Signature]  
Signature of Notary Public  
LISA FISH

Printed Name  
Notary Public  
Title or Rank

(Seal)

Serial Number, if any: 695961



CS042 2656

00145667000005142200

0014793152

CS006

0014793152

# UNOFFICIAL COPY

**. EXHIBIT A**

**BORROWER(S): SIMON JUAREZ, JR., MARRIED AND JOANNE JUAREZ, MARRIED**

**LOAN NUMBER: 0014793152**

**LEGAL DESCRIPTION:**

**STATE OF ILLINOIS, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:**

**LOT 2 IN A RESUBDIVISION OF LOT 9 IN MOORE'S ADDITION TO OAK LAWN, A SUBDIVISION OF LOT 4 OF THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**Permanent Index Number: 24-04-104-028-0000**

**ALSO KNOWN AS: 5357 W 89th Street, Oak Lawn, IL 60453**

Loan Modification Agreement—Single Family—Rancho Mac Uniform Instrument  
The Compliance Source, Inc. Page 6 of 6

Form 3179 1/01 (rev. 4/14)  
3376311.10/01 Rev. 03/17  
©2001-2017 The Compliance Source, Inc.



\* 0 0 1 4 7 9 3 1 5 2 \*



09142 1656

00145667000005092200

0014793152

09006

00188219000063061200

0014793152