

UNOFFICIAL COPY

Doc#: 1829519036 Fee: \$66.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/22/2018 08:59 AM Pg: 1 of 10

When Recorded Return to:
First American Mortgage Solutions
Attn: LR Department (Cust: 650)
3 First American Way
Santa Ana, CA 92707

This Document Prepared By:
Srdjan Njego
Rushmore Loan Management Services LLC
15480 Laguna Canyon Road
Irvine, California 92618

Parcel ID Number: **31-02-200-013-1008**

SUPPLEMENT [Space Above This Line For Recording Data]
Original Loan Amount: **\$27,000.00** Loan No: **7601049053**

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **8th** day of **December, 2017**, between **CYNTHIA MCCOY RICHARDSON, Executor of the Estate of DUFFIE MCCOY** ("Borrower") and **Owner, by and through Rushmore Loan Management Services LLC, as current servicer and agent, whose address is 15480 Laguna Canyon Road, Irvine, California 92618** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **April 09, 2003** and recorded in **Instrument No: 0714126101**, of the Official Records of **COOK County, IL** 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

3504 LAKEVIEW DRIVE #403, HAZEL CREST, IL 60429,
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED LEGAL DESCRIPTION

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 **December 8, 2017**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$55,136.12**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$22,625.52** 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 **\$32,510.60**. Interest at the rate of **2.682%** will begin to accrue on the Interest Bearing Principal Balance as of **July 1, 2017** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **August 1, 2017**. The new Maturity Date will be



* 7 6 0 1 0 4 9 0 5 3 *

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument - Illinois
Mortgage Cadence Document Center © 8838 08/14

Form 3179 1/01 (rev. 4/14)
(page 1 of 5)

UNOFFICIAL COPY

July 1, 2047. Borrower's payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Prin & Int Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-5	2.682%	July 01, 2017	\$131.55	\$136.97 May adjust periodically	\$268.52 May adjust periodically	August 01, 2017	60
6	3.682%	July 01, 2022	\$146.67	May adjust periodically	May adjust periodically	August 01, 2022	12
7-30	4.125%	July 01, 2023	\$153.42	May adjust periodically	May adjust periodically	August 01, 2023	288

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 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.



* 7 6 0 1 0 4 9 0 5 3 *

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument - Illinois

Mortgage Cadence Document Center © 8838 08/14

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

(page 2 of 5)

UNOFFICIAL COPY

- (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, if a discharge has been granted, 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 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



* 7 6 0 1 0 4 9 0 5 3 *
 LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument - Illinois
 Mortgage Cadence Document Center © 8838 08/14

Form 3179 1/01 (rev. 4/14)
 (page 3 of 5)

UNOFFICIAL COPY

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 COOK County, IL, 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 \$32,454.37. The principal balance secured by the existing security instrument as a result of this Agreement is \$55,136.12, which amount represents the unpaid principal balance of this original obligation.

In Witness Whereof, the Lender and I have executed this Agreement.

Cynthia McCoy Richardson, For The Estate of Duffie McCoy
 CYNTHIA MCCOY RICHARDSON - Executor of the Estate of DUFFIE MCCOY - Borrower (Seal)

[Space Below This Line For Acknowledgments]

State of Illinois

County of COOK

The foregoing instrument was acknowledged before me on

5/23/2018

by

ANGELA RATCLIFFE

Angela Ratcliffe
 (Signature of person taking acknowledgment)

My Commission Expires on

3/12/2019

Origination Company: Rushmore Loan Management Services LLC
 NMLSR ID: 31.0035324



* 7 6 0 1 0 4 9 0 5 3 *
 LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument - Illinois
 Mortgage Cadence Document Center © 8838 08/14

Form 3179 1/01 (rev. 4/14)
 (page 4 of 5)

UNOFFICIAL COPY

Rushmore Loan Management Services LLC

By: _____ (Seal) - Lender

Name: Jared Kops

Title: Vice President

6/7/18
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of _____

County of _____

The foregoing instrument was acknowledged before me on _____

by _____, the _____ of _____

(Signature of person taking acknowledgment)

My Commission Expires on _____

**See Attached
Acknowledgment**



* 7 6 0 1 0 4 9 0 5 3 *
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument - Illinois
Mortgage Cadence Document Center © 8838 08/14

Form 3179 1/01 (rev. 4/14)
(page 5 of 5)

UNOFFICIAL COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

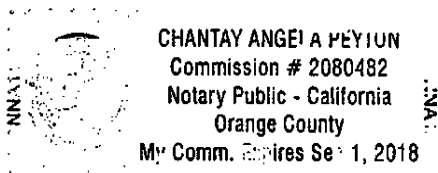
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of ORANGE)
 On 6/8/2018 before me, CHANTAY PEYTON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
 personally appeared JARED KOPS
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

UNOFFICIAL COPY

ERRORS AND OMISSIONS/COMPLIANCE AGREEMENT

Loan Number: **7601049053**

FHA/VA Case Number:

Borrower(s): **CYNTHIA MCCOY RICHARDSON - Executor of the Estate of DUFFIE MCCOY**

Property Address: **3504 LAKEVIEW DRIVE #403, HAZEL CREST, IL 60429**

Servicer: **Rushmore Loan Management Services LLC**

The undersigned Borrower(s) for and in consideration of the above-referenced Servicer modifying the terms of your mortgage loan, agrees that if requested by your Servicer, to fully cooperate and adjust for clerical errors, any or all loan modification documentation deemed necessary or desirable in the reasonable discretion of Servicer to enable Servicer to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Department of Housing and Urban Development, or the Department of Veterans Affairs, or any Municipal Bonding Authority.

I agree that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial, and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender requests of me under this Section shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.

The undersigned Borrower(s) agree(s) to comply with all above noted requests by the above-referenced Servicer within 15 days from date of mailing of said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan modification documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Servicer of its interest in and to said loan modification documentation, and to assure marketable title in the said Borrower(s).

DATED this **8th** day of **December, 2017**.

Cynthia McCoy Richardson, For The Estate of Duffie McCoy
CYNTHIA MCCOY RICHARDSON - Executor of the Estate of DUFFIE MCCOY (Seal) Borrower



* 7 6 0 1 0 4 9 0 5 3 *
Mortgage Cadence Document Center © 9572 08/13



* M C C O M P A G R E *
Errors and Omissions/Compliance Agreement

UNOFFICIAL COPY

Loan No: 7601049053

BALLOON ADDENDUM TO LOAN MODIFICATION AGREEMENT

CYNTHIA MCCOY RICHARDSON
3504 LAKEVIEW DRIVE #403
HAZEL CREST, IL 60429



THIS BALLOON ADDENDUM TO LOAN MODIFICATION AGREEMENT (the "Balloon Addendum") is made this 8th day of December, 2017, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement (the "Modification Agreement") together, the "Agreements") entered into by the undersigned ("Borrower"), in favor of Owner, by and through Rushmore Loan Management Services LLC, as current servicer and agent for owner ("Lender"). The Agreements amend and supplement (1) the Mortgage, Deed of Trust or Security Deed and any applicable Riders (the "Security Agreement"), and (2) the Note bearing the same date as, and secured by, the Security Agreement.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Modification Agreement, Borrower and Lender further covenant and agree as follows:

1. In an effort to assist the borrower in meeting their monthly obligations and upon execution of the Agreements, Lender agrees to immediately forgive an amount equal to **\$0.00** (the "Forgiven Amount").
2. In addition, Lender will agree to defer payment in the amount of **\$22,625.52** (the "Balloon Amount"), which will be due and payable on the earliest of (a) the date the borrower sells or transfers an interest in the property, (b) the date the borrower pays the entire Interest Bearing Principal Balance, or (c) the maturity date of **July 1, 2047**. Lender will not charge interest on this Balloon Amount.
3. The payment of Principal and Interest listed in Paragraph 2 of the Modification Agreement is the payment necessary to amortize **\$32,510.60**, which is the portion of the Unpaid Principal Balance not affected by the adjustments described in Paragraphs 1 and 2 of this Balloon Addendum.


The Agreements only modify the Security Agreement and Note in regard to the provisions addressed. All other terms and conditions of the Security Agreement and Note remain in full force and effect.

BY SIGNING BELOW, Lender and Borrower accept and agree to the terms and provisions contained in this Balloon Addendum.

  (Seal)
CYNTHIA MCCOY RICHARDSON - Executor of the Estate of DUFFIE MCCOY - Borrower

Rushmore Loan Management Services LLC

By:  (Seal) - Lender
Name: **Jared Kops**
Title: **Vice President**


Date of Lender's Signature

UNOFFICIAL COPY

Loan No: **7601049053**
VA/FHA Case Number:

DSI ADDENDUM TO LOAN MODIFICATION AGREEMENT

CYNTHIA MCCOY RICHARDSON
3504 LAKEVIEW DRIVE #403
HAZEL CREST, IL 60429


THIS DSI ADDENDUM TO LOAN MODIFICATION AGREEMENT (the "DSI Addendum") is made this 8th day of December, 2017 and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement (the "Modification Agreement") together, the "Agreements") entered into by the undersigned ("Borrower"), in favor of **Rushmore Loan Management Services LLC**, current servicer and agent for owner ("Lender"). The Agreements amend and supplement (1) the Mortgage, Deed of Trust or Security Deed and any applicable Riders (the "Security Agreement"), and (2) the Note bearing the same date as, and secured by, the Security Agreement.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Modification Agreement, Borrower and Lender further covenant and agree as follows:

Interest will be charged on the unpaid principal balance until the full amount of principal has been paid. Interest will be charged on the basis of a twelve month year and a thirty day month.

The Agreements only modify the Security Agreement and Note in regard to the provisions addressed. All other terms and conditions of the Security Agreement and Note remain in full force and effect.

BY SIGNING BELOW, Lender and Borrower accept and agree to the terms and provisions contained in this DSI Addendum.


CYNTHIA MCCOY RICHARDSON
Executor of the Estate of **DUFFIE MCCOY**


LENDER

UNOFFICIAL COPY

STREET ADDRESS: 3504 LAKEVIEW #403

CITY: HAZEL CREST

COUNTY: COOK

TAX NUMBER: 31-02-200-013-1008

LEGAL DESCRIPTION:

PARCEL 1

UNIT NUMBER 3403 IN WATERS EDGE CONDOMINIUM AT VILLAGE WEST, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

LOT 4 IN VILLAGE WEST CLUSTER 2, A SUBDIVISION OF PARCEL OF LAND BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON FEBRUARY 16, 1973 AS DOCUMENT NUMBER 2675567, AS CORRECTED BY DOCUMENT NUMBER 2714941, FILED ON SEPTEMBER 5, 1973 WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 1972 AND KNOWN AS TRUST NUMBER 43514, FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 20, 1973 AS DOCUMENT NUMBER LR 2717858, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS

PARCEL 2

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED AS DOCUMENT NUMBER LR 2687535, AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 43514 TO SAM ROVEL AND SARAH ROVEL, HIS WIFE, DATED JANUARY 15, 1976 AND FILED JANUARY 13, 1977 AS DOCUMENT NUMBER LR 2916317 IN COOK COUNTY, ILLINOIS