

# UNOFFICIAL COPY

Doc#: 1834006018 Fee: \$52.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 12/06/2018 09:42 AM Pg: 1 of 3

Return To: Wintrust Mortgage  
9701 W Higgins Rd.  
Suite 400  
Rosemont, IL 60018

Prepared By: Wintrust Mortgage  
9701 W Higgins Rd.  
Suite 400  
Rosemont, IL 60018

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## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), is dated and made effective as of the 17th day of November, 2018, between Deborah Dandridge-Calloway ("Borrower"), and Old Plank Trail Community Bank, N.A. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated June 14, 2002 and recorded July 24, 2002 of the Cook County Recorder of Deeds, Document #0020812618 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

15152 Dorchester Ave., Dolton, IL 60419  
(Property Address)

The real property described being set forth as follows:

Lot 83 in Henning E. Johnson's First Addition to Meadow Lane in the East ½ of the West ½ of the Southeast ¼ of Section 11, Township 36 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded August 30, 1957, as Document No. 16999617, in Cook County, Illinois.

Parcel ID Number: 29-11-427-028-0000

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):

1. As of November 17, 2018, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$47,794.41, consisting of the unpaid amount(s) loaned to Borrower(s) by Lender plus any interest and other amounts capitalized.
2. Borrower(s) 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 rate of 3.000%, from November 17 2018 through November 17, 2048. Borrower promises to make monthly payments of principal and interest of U.S. \$201.50 beginning on the 17th day of December 2018, and continuing thereafter on the same day of each succeeding month until November 17, 2048. If on November 17, 2048 (the "Maturity Date"), Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower(s) 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(s) is not

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a natural person and a beneficial interest in Borrower(s) 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(s) 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(s) must pay all sums secured by the Security Instrument. If Borrower(s) fail 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(s).

4. Borrower(s) 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(s) 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.
  
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 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(s) 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(s).
  - (f) Borrower(s) authorizes Lender, and Lender's successors and assigns, to share Borrower(s) 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(s) 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

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insurer, guarantor, or servicer that insures, guarantees, or services Borrower(s) loan or any other mortgage loan secured by the Property on which Borrower(s) is obligated, or to any companies that perform support services to them in connection with Borrower(s) loan.

Borrower(s) consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower(s) loan including the modification of the Borrower(s) loan, at any telephone number, including mobile telephone number, or email address Borrower(s) has provided to Lender or Third Parties.

By checking this box, Borrower(s) also consents to being contacted by text messaging .

Beverly R. Menafes  
Deborah Dandridge-Calloway (Borrower)

State of Illinois,

County of: Cook

I, Donna Marquez Notary Public in and for said County and State do hereby

Certify that Beverly R Menafes personally know to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said Instrument as his/her/their free and voluntary act, for uses and purposes therein set forth.

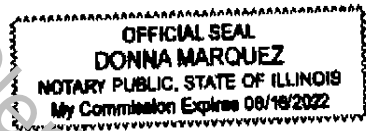
Given under my hand and official seal, this 27<sup>th</sup> day of November 2018

My Commission Expires: 8/16/22

Donna Marquez  
Notary Public

By: [Signature]  
J6-Oynx Henry – AVP Default Loan Servicing

11/30/18  
Date of Lender's Signature



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