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Doc#. 1905906081 Fee: \$64.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 02/28/2019 12:07 PM Pg: 1 of 9

APN: 15-22-116-041

Loan Number #: 612937829

After Recording Return To:

CitiMortgage, Inc. 1000 Technology Drive, MS 420R O'Fallon, MO 63368-2240 Doc Prep/Booking & Closing

This document was prepared by: Santosh Vishwakarma

On behalf of: CitiMortgage, Inc. 1000 Technology Drive O'Fallon, MO 33368

Original Principal Amount: \$ 115,813.00 Unpaid Principal Amount: \$ 116,972.87 New Principal Amount: \$ 124,388.93

New Money (Cap): \$8,575.93

_[Spuce Above This Line For Recording Data]_____

LOAN MODIFICATION AGREEMENT (PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Modification Agreement"), made on January 25, 2019 between: PATRICIA A DEARMAN AKA PATRICIA DEARMAN, An Unmarried Woman ("Borrower") and CitiMortgage, Inc. successor by merger to ABN AMKO Mortgage Group, Inc. (Lender) amends and supplements:

- (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), between PATRICIA A DEARMAN and ABN AMRO Mortgage Group, Inc.; dat ad 01/29/01 and recorded on 02/20/01, in Book or Liber number na, Page(s) na Instrument number 30 0131725 in the public records of Cook County, in the State of Illinois,
- (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 2421 S 22ND AVE, BROADVIEW, ILLINOIS 60153 the real property described being set forth as per your original loan document; and
- (3) if applicable, the Security Agreement (Pledge) giving Lender a security interest in the Citigroup Global Markets Account. The Security Instrument and, when applicable, the Security Agreement (Pledge) are referred to collectively as the "Security Instrument" in this Modification Agreement

(SEE ATTACHED LEGAL DESCRIPTION)

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In consideration of the mutual promises and agreements exchanged, the parties agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of 02/01/19, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 116,972.87. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$ 7,416.06, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 03/01/19, the New Unpaid Principal Balance will be \$ 124,388.93 ("New Unpaid Principal Balance").
- 2. The Box over promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will box charged on the Unpaid Principal Balance at the yearly rate of 4.875 % effective 02/01/19 (the "Interest on age Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 658.28 (which does not include any amounts required for Insurance and/or Taxes) beginning on 03/01/19 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 02/01/49 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this "Modification Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

3. If all or any part of the Property or ary interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower a Notice of Acceleration. The Notice shall provide a period of not less than 30 days from the delie the Notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

- (a) That, as of the Modification 02/01/19 (the "Effective Date"), I understand that the Lender will only allow the transfer and assumption of the Loan, including this Modification Agreement to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the loan. Except as noted herein, this Modification Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- 4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make the under 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, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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- 5. Nothing in this Modification Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Modification Agreement.
- 6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Modification Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties there under shall remain in full force and effect except as herein expressly modified.
 - (a) No. with standing the foregoing, to the extent personal liability has been discharged in bankruptcy with respect to any amount payable under the Note, as modified herein, nothing contained herein shall be construed to impose personal liability to repay any such obligation where any obligations have been so discharge 1. If any bankruptcy proceeding is pending or completed during a time period related to entering this Modification Agreement. I understand that I enter this Modification Agreement voluntarily and that this Modification Agreement, or actions taken by the Lender in relation to this Modification Agreement, does not constitute a demand for payment or any attempt to collect any such obligation.
- 7. That I will execute such other accuments as may be reasonably necessary to either (i) consummate the terms and conditions of this Modification Agreement; or (ii) correct the terms and conditions of this Modification Agreement if an error is detected after execution of this Modification Agreement. I understand that a corrected Modification Agreement or a letter execution of this Modification will be provided to me for my signature. At Lender's option, this Nodification Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected documentation, the terms of the original Note and Security Instrument shall continue in full force and effect, such terms will not be modified by this Modification Agreement.

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BORROWER:

PATRICIA A DEARMAN PATRICIA DE ARMAN PATRICIA DE BERMAN PATRICIA DE ARMAN

2-4-19 Date

Property of Cook County Clark's Office

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EXECUTED effective as of the day and year first above written.

ACCEPTED AND AGREED TO BY CitiMortgage, Inc. successor by merger to ABN AMRO Mortgage Group, Inc.

Geneva English

Document Control Officer CitiMortgage, Inc.

Title

SEB 1 9 2019

COOK COUNTY CLOTH'S OFFICE

Date

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[Space Below This Line For Acknowledgments]	
INDIVIDUAL ACKNOWLEDGEMENT	
State of ILLINOIS County of Dupaye	
On this	proved to me on the basis of cribed to the within Instrument HER/THEIR capacity(ies), and
My Commission Expires: 04/27/2622	OFFICIAL SEAL CATHERINE SYNOWICZ NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/27/22
My Commission Expires:	PAS OFFICE

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STATE OF MISSOURI, ST. CHARLES COUNTY

On <u>February 19, 2019</u> before me, the undersigned, a notary public in and for said state, personally appeared <u>Geneva English</u> Document Control Officer of CitiMortgage, Inc., 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

WARREN JAY SILVA
Notary Public - Notary Seal
State of Missouri
Commission Expires: January 22, 2021
Commission Number: 17654297

IN TYSON'S ADDITION TO BROADVIEW, A SUB"C" IN CUMMINGS AND FORMAN REAL ESTATE C.
ION IN THE NORTHWEST 1/4 OF SECTION 22 AND THE
JF SECTION 21, TOMISHIP 39 NORTH, RANGE 12, EAST
ID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AX: 15-22-116-041

ADD: 2441 S. 22nd Ave. Broadwew, Ill., 60153

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Certificate of Preparation

Prepared by: Geneva English

CitiMortgage, Inc.

1000 Technology Drive (M.S. 321)

O'Fallon, MO 63368-2240

1-866-272-4749

Acct # 0612937829

-park
-colling Control
-colling Control This is to certify that this INSTRUMENT v as prepared by CITIMORTGAGE Inc., one of the parties name in the instrument.

Preparer Signatures

Geneva English

Document Control Officer