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Doc#. 1924055595 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds Date: 08/28/2019 01:35 PM Pg: 1 of 8

This Docume at Prepared By:
BRANDY MANGALINDAN
CARRINGTON MONTGAGE
SERVICES, LLC
CARRINGTON DOCUMENT
SERVICES
1600 SOUTH DOUGLASS ROAF,
SUITE 200A
ANAHEIM, CA 92806
1-866-874-5860

When Recorded Mail To:
CARRINGTON MORTGAGE
SERVICES, LLC
CARRINGTON DOCUMENT
SERVICES
1600 SOUTH DOUGLASS ROAD,
SUITE 200A
ANAHEIM, CA 92806

Tax/Parcel #: 15-17-102-605-0000

OAD,

OOO
[Space Above This Line for Recording Data]

Unpaid Principal Amount: \$512.45 New Principal Amount: \$16,962.61

Capitalization Amount: \$16,745.66

Loan No: 7000144149

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1ST day of APRIL, 2019, between GENARO CRUZ AND, CORRINE Ł HINOJOSA CRUZ ("Borrower") whose address is 333 NORTH WOLF ROAD, HILLSIDE, ILLINOIS 60162 and WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST A, BY CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY IN FACT ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806, amends and supplements (1) the Mortgage,

Carrington Custom Mod 01092019_501

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Deed of Trust or Security Deed (the "Security Instrument"), dated OCTOBER 9, 2004 and recorded on OCTOBER 14, 2004 in INSTRUMENT NO. 428848030, of the OFFICIAL 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

333 NORTH WOLF ROAD, HILLSIDE, ILLINOIS 60162

(Property Address)

the real r operty 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):

- 1. As of, DECEMBER 1, 2018, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balanc?") is U.S. \$16,962.61, consisting of the unpaid amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$16,745.66 and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
- 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 4.6250% from DECEMBER 1, 2018. Borrower promises to make the total modified monthly mortgage payment of U.S. \$1,422.10 beginning on the 1ST day of JANUARY, 2019, and continuing the reafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S \$1,032.77, plus payments for property taxes, hazard insurance, and any other permissible escrow items of \$389.33. The yearly rate of 4.6250% will remain in effect until the principal and interest are paid in full. If on MAY 1, 2020 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow it ans. The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Becrover is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's pric. 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



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further notice or demand on Borrower.

- 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
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is any xec 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 remedice, 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 me diffied payments hereunder.
- (b) All covenants, agreements, stiputations, 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 recessary or required to effectuate the terms and conditions of this Agreement which, if approved and excepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed



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of Trust/Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of interim relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage.

- Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the date the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure the e may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such cost, fees and/or expenses.
- (h) 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 □.



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8-15-19
Date
Aug-15-2019
Date

(date) by
l.
om \$
1llinois 05/10/2023
illinois 05/10/2023
Trico

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In Witness Whereof, the Lender has executed this Agreement.

WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE			
LOAN TRUST A, BY CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND			
ATTORNEY IN FACT			
AUG 2 1 2019			
By Justin Colington, Vice President Special Service name)			
Carrington Mortgage Services, LLC Attorney (141e)			
[Space Below This Line for Acknowledgments]			
LENDER ACT NOWLEDGMENT			
A notary public or ther officer completing this certificate verifies only the identity of the individual who			
signed the document to will she this contifects in ortangle and not the marketing of the individual will			
signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that			
document.			
State of ()			
County of			
On before me Notary Public,			
personally appeared, the, who			
proved to me on the basis of satisfactory evider. To be the person(s) whose name(s) is/are subscribed to the			
within instrument and acknowledged to me that he/st.c/ti ey executed the same in his/her/their authorized			
capacity(ies), and that by his/her/their signature(s) p. the instrument the person(s), or the entity upon behalf of			
which the person(s) acted, executed the instrument.			
which the person(s) acted, executed the instruments			
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph			
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
is true and correct.			
is true and correct.			
is true and correct.			
is true and correct.			
is true and correct.			
is true and correct.			
WITNESS my hand and official seal. Signature			

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other office 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.

Seeds of Colifornia				
State of California				
County of Orange	V I CANTA MADIA	NOTABY BUBLIC		
On <u>8/21/19</u> before me, <u>ALE</u>	X J. SANTA MARIA (Here insert name and title of the officer)	NOTARY PUBLIC		
personally appeared Justin Covington		,		
who proved to me on the pasis of satisfactory evident within instrument and acting wledged to me that he/si and that by his/her/their signature(s) on the instrument acted, executed the instrument.	ne/they executed the same in his/her/their	authorized capacity(ies),		
I certify under PENALTY OF PERJUKY under the land correct.	aws of the State of California that the for ALEX J. SANTA MA Notary Public - Galif	IRIA		
WITNESS my hand and official seal.	Orange County Commission # 216 My Comm. Expires Jul	1623 \$		
Notary Public Signature ALEX J. SANTA MARIA	(Notary Public Seal)			
ADDITIONAL OPTIONAL INFORMATION	PASTRUCTIONS FOR COMPL	ETING THIS FORM		
DESCRIPTION OF THE ATTACHED DOCUMEN	wording and, if n edet', should be completed document. Acknowledgments from other documents being sent to it at state so long	This form complies with current California statutes regarding notary wording and, if n edec, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sen. to mat state so long as the wording does not require the California notary to violate California notary law.		
(Title or description of attached document)	State and County information must be the document signerts personally at pears acknowledgment. Date of notarization must be the date that which must also be the same date the asknowledgment.	the State and County where ed before the notary public for the signer(s) personally appeared		
(Title or description of attached document continued)	The notary public must print his or her na commission followed by a comma and the	my as it appears within his or her		
Number of Pages Document Date	Print the name(s) of document signer(s) v of notarization. Indicate the correct singular or plural form	who per onally appear at the time		
CAPACITY CLAIMED BY THE SIGNER	(i.e. ke/shc/they, is/are) or circling the cor indicate this information may lead to reject	rect forms. Failure to correctly ction of document recording.		
☐ Individual(s)	The notary seal impression must be clear reproducible. Impression must not cover t	and photographically ext or lines. If seal impression		
□ Corporate Officer	smudges, re-seal if a sufficient area permi	its, otherwise complete a different		
Corporate Cinter	Signature of the notary public must mate office of the county clerk.	h the signature on file with the		
(Title)	Additional information is not require acknowledgment is not misused or at	tached to a different document.		
☐ Partner(s) ☐ Attorney-in-Fact	 Indicate title or type of attached docu Indicate the capacity claimed by the s 	signer. If the claimed capacity		
□ Trustee(s)	is a corporate officer, indicate the title • Securely attach this document to the sign	e (i.e. CEO, CFO, Secretary).		
Other	occurery attach this document to the sign	war and washing and a control to complete.		
		OrderID-45417		

2015 Version

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EXHIBIT A

BORROWER(S): GENARO CRUZ AND, CORRINE L HINOJOSA CRUZ

LOAN NUMBER: 7000144149

LEGAL DESCRIPTION:

The land referred to in this document is situated in the STATE OF ILLINOIS, COUNTY OF COOK, CITY OF HILD SIDE, and described as follows:

LOT 5 IN BLOCK I. IN HILLSIDE MANOR, A SUBDIVISION IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1945, AS

DOCUMENT 13618749, IN COCK COUNTY, ILLINOIS.

ALSO KNOWN AS: 333 NORTH WOLF ROAD, HILLSIDE, ILLINOIS 60162

