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Doc#: 1925916094 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 09/16/2019 12:05 PM Pg: 1 of 8

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ServiceLink
Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602

This instrument was prepared by:
Fay Servicing, LLC
440 S. LaSalle St., Ste. 2000
Chicago, IL 60605

Permanent Index Number: 29-04-324-026-0000

[Space Above This Line For Recording Data]

190823361 Fay

Investor Loan No: 229269903

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

Received

AUG 26 2019

Fay Servicing, LLC

This Loan Modification Agreement ("Agreement"), made this 15th day of August, 2019, between ROBERT M JACKSON AND CYNTHIA A JACKSON ("Borrower") and Fay Servicing LLC as Attorney in Fact for Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as indenture trustee of Citigroup Mortgage Loan Trust 2017-RP2 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated September 16, 2004, in the amount of \$103,092.01 and recorded on September 21, 2004 in Book, Volume, or Liber No. _____, at Page _____ (or as Instrument No. 0426527111), 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
14514S NORMAL AVE, RIVERDALE, IL 60827
(Property Address)

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



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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 **September 1, 2019**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$110,598.08**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$11,082.42** 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 **\$99,515.66**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **4.250%**, from **August 1, 2019**. Borrower promises to make monthly payments of principal and interest of U.S. **\$431.52**, beginning on the **1st** day of **September, 2019**, 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 **4.250%** 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 **December 1, 2055**.
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 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.



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- 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 .

6. Notwithstanding anything to the contrary contained in this Agreement, 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



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result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

Deceased (Seal)
ROBERT M JACKSON -Borrower

Cynthia A Jackson (Seal)
CYNTHIA A JACKSON -Borrower

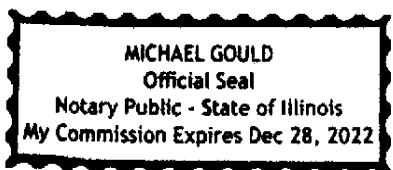
____ (Seal)
-Borrower

____ (Seal)
-Borrower

ACKNOWLEDGMENT

State of IL §
County of cook §

The foregoing instrument was acknowledged before me this 08/23/19 by ROBERT M JACKSON AND CYNTHIA A JACKSON.



Michael Gould
Signature of Person Taking Acknowledgment
Michael Gould
Printed Name
Notary Public
Title or Rank

(Seal)

Serial Number, if any: _____



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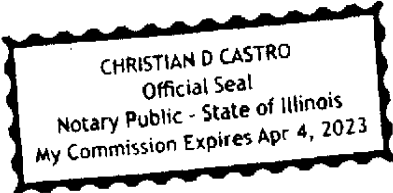
ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
Fay Servicing LLC as Attorney in Fact for Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as indenture trustee of Citigroup Mortgage Loan Trust 2017-RP2

By: *[Signature]* 9/6/2019
-Lender Date of Lender's Signature
Juliet Muller
Vice President

ACKNOWLEDGMENT

State of Illinois §
County of Cook §
§

This instrument was acknowledged before me on 9/6/19 by 1 as VP of Servicing of Fay Servicing LLC as Attorney in Fact for Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as indenture trustee of Citigroup Mortgage Loan Trust 2017-RP2.



(Seal)

[Signature]
Signature of Notary Public
Christian D Castro
Printed Name
Notary Public
Title or Rank
Serial Number, if any: 892420



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EXHIBIT A

BORROWER(S): ROBERT M JACKSON AND CYNTHIA A JACKSON

LOAN NUMBER: 174702

LEGAL DESCRIPTION:

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

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN COOK COUNTY, ILLINOIS: LOTS 8 AND 9 IN BLOCK 25 IN IVANHOE, BEING BRANIGER BROTHERS SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 29-04-324-026-0000

ALSO KNOWN AS: 14514S Normal Ave, Riverdale, IL 60827



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Account No. 174702

Mortgagor(s): **ROBERT M JACKSON and CYNTHIA A JACKSON**

BALLOON PAYMENT RIDER (For Fixed Interest Rate Modifications with Balloon Payment)

THIS BALLOON PAYMENT RIDER is made this 15TH day of AUGUST, 2019, (this "Rider") by and between the undersigned mortgagor (the "Mortgagor") and **Fay Servicing LLC as Attorney in Fact for Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as indenture trustee of Citigroup Mortgage Loan Trust 2017-RP2 (the "Lien Holder")** and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") being executed simultaneously herewith. Any undefined capitalized terms herein shall have the same meaning as in the Agreement.

RECITALS

WHEREAS, Mortgagor and Lien Holder entered into the Agreement in order for Lien Holder to provide Mortgagor with a more affordable mortgage payment;

WHEREAS, in order to provide the Mortgagor a more affordable mortgage payment, the Agreement includes a Balloon Payment (as further described below); and

WHEREAS, Lien Holder and Mortgagor have executed this Rider to acknowledge the effect of the Balloon Payment within the Agreement.

IT IS THEREFORE AGREED TO AS FOLLOWS:

1. Mortgagor's Loan Modification Agreement contains the following balloon payment(s).
2. The Balloon Payment is in the amount of **\$17,552.73** that will be due at the Maturity of the Loan (the "Balloon Amount"). The Balloon Amount shall be due and payable prior to the Maturity Date in the event of one of the following occurrences: (i) the date the Borrower sells or transfers his/her interest in the Property, or (ii) the date the mortgage loan is paid in full. The Balloon Amount shall be included in the payoff amount and will include the unpaid principal balance along with any accrued interest at that time.
3. The Agreement includes a non-interest bearing deferred principal balance balloon payment of **\$11,082.42** that will be due at the Maturity of the loan (the "Non-Interest Balloon Amount"). The Non-Interest Balloon Amount shall be due and payable prior to the Maturity Date in the event of one of the following occurrences: (i) the date the Borrower sells or transfers his/her interest in the Property, or (ii) the date the mortgage loan is paid in full. The Non-Interest Balloon Amount shall be included in the payoff amount and will include the unpaid principal balance.



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- 4. The total amount of all balloon payments, pursuant to the terms of the Agreement shall be \$28,635.15 (the "Balloon Payment").
- 5. The above Balloon Payment amount is based on all other monthly payments being paid as scheduled. However, if Mortgagor is still obligated under the terms of the Agreement at Maturity, or upon sale, any unpaid balance including interest on the Account shall be paid to the Lien Holder at that time.
- 6. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO BE A WAIVER OF THE MORTGAGOR'S DISCHARGE, AN ATTEMPT TO COLLECT AGAINST THE MORTGAGOR PERSONALLY, OR AN ATTEMPT TO REVIVE PERSONAL LIABILITY.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and conditions contained in this Balloon Payment Rider

Deceased (Seal) 8/23/19
 Mortgagor Name: ROBERT M JACKSON Date

Cynthia Jackson (Seal) 8/23/19
 Mortgagor Name: CYNTHIA A JACKSON Date

____ (Seal) _____
 Mortgagor Name: Date

____ (Seal) _____
 Mortgagor Name: Date

