

# UNOFFICIAL COPY

Doc#: 1926649162 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 09/23/2019 12:27 PM Pg: 1 of 7

After Recording Return To:  
RUTH RUHL, P.C.  
Attn: Recording Department  
12700 Park Central Drive, Suite 850  
Dallas, Texas 75251

Prepared By:  
RUTH RUHL, P.C.  
12700 Park Central Drive, Suite 850  
Dallas, TX 75251

[Space Above This Line For Recording Data]

Loan No.: 0021261565

Investor Loan No.: 608885878

MERS No.: 1007340 1000106335 3

MERS Phone: 1-888-679-6377

## LOAN MODIFICATION AGREEMENT

(To a Fixed Interest Rate)

**IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED**

This Loan Modification Agreement ("Agreement"), made this 8th day of March, 2019, between AMALEK V SMITH, MARRIED TO FELICIA SMITH, whose address is 915 FERDINAND AVE, FOREST PARK, Illinois 60130

and Lakeview Loan Servicing, LLC by Loancare LLC, as Agent under Limited POA, whose address is 3637 Sentara Way, Virginia Beach, Virginia 23452

and Mortgage Electronic Registration Systems, Inc. ("Lender/Grantee"), ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated December 22nd, 2009, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on February 9th, 2010, in Book/Liber N/A, Page N/A, Instrument No. 1004012304, 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 said Security Instrument and defined therein as the "Property," located at 915 FERDINAND AVE, FOREST PARK, Illinois 60130

# UNOFFICIAL COPY

Loan No.: 0021261565

the real property 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. Current Balance. As of April 1st, 2019, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$171,258.69.
2. Interest Rate. 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 5.750%, beginning March 1st, 2019, both before and after any default described in the Note. The yearly rate of 5.750% will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$912.62, beginning on the 1st day of April, 2019, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on March 1st, 2059, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at 3657 Sentara Way, Virginia Beach, Virginia 23452 or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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.

# UNOFFICIAL COPY

Loan No.: 0021261565

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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. 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.

8. Bankruptcy. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

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. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement.

August 28, 2019  
Date

*Amalek V. Smith*  
AMALEK V SMITH (Seal)  
-Borrower

August 28, 2019  
Date

*Felicia Smith*  
FELICIA SMITH, signing solely to (Seal)  
-Borrower  
acknowledge this Agreement, but not to incur  
any personal liability for the debt

Date

(Seal)  
-Borrower

Date

(Seal)  
-Borrower

# UNOFFICIAL COPY

Loan No.: 0021261565

## BORROWER ACKNOWLEDGMENT

State of ILLINOIS §

County of COOK §

On this 28 day of AUGUST, 2019, before me, BELINDA D SCOLLARD [name of notary], a Notary Public in and for said state, personally appeared AMALEK V SMITH and FELICIA SMITH

[name of person acknowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)

**OFFICIAL SEAL**  
**BELINDA D. SCOLLARD**  
**NOTARY PUBLIC, STATE OF ILLINOIS**  
**My Commission Expires**  
**June 01, 2023**

Belinda D Scollard

Notary Signature  
BELINDA D. SCOLLARD  
Type or Print Name of Notary

Notary Public, State of IL

My Commission Expires: 6/1/23

# UNOFFICIAL COPY

Loan No.: 0021261565

9/3/19  
-Date

Lakeview Loan Servicing, LLC by Loancare  
LLC, as Agent under Limited POA -Lender

By: [Signature]  
Printed/Typed Name: JOANNA P. NASH  
Its: ASSISTANT SECRETARY

### LENDER ACKNOWLEDGMENT

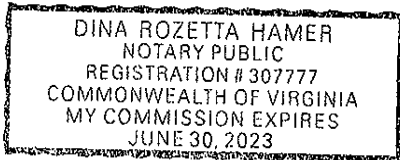
State of Virginia §  
County of Virginia Beach §

On this 3 day of September, 2019, before me,  
Dina Rozetta Hamer [name of notary], a Notary Public in and for said state,  
personally appeared Joanna P. Nash of Lakeview Loan Servicing, LLC by  
Loancare LLC, as Agent under Limited POA

ASSISTANT SECRETARY, Lender,

personally known to me to be the person who executed the within instrument on behalf of said entity, and  
acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



[Signature]  
Notary Signature

Dina Rozetta Hamer  
Type or Print Name of Notary

Notary Public, State of VIRGINIA

My Commission Expires: 6/30/23

# UNOFFICIAL COPY

Loan No.: 0021261565

9/3/19  
-Date

Mortgage Electronic Registration Systems, Inc.  
as nominee for Lender, its successors and -MERS  
assigns

By: Jay Gibson

Printed/Typed Name: JAY Z. GIBSON

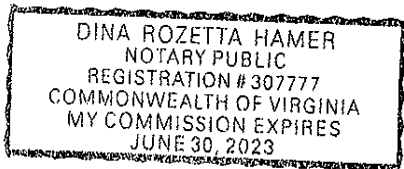
Its: Assistant Secretary

### MERS ACKNOWLEDGMENT

State of Virginia §  
  §  
County of Virginia Beach §

On this 3 day of September, 2019, before me,  
Dina Rozetta Hamer [name of notary], a Notary Public in and for said state,  
personally JAY Z. GIBSON, Assistant Secretary of Mortgage Electronic Registration  
Systems, Inc., as nominee for Lender, its successors and assigns, personally known to me to be the person who  
executed the within instrument on behalf of said entity, and acknowledged to me that he/she/they executed the same  
for the purpose therein stated.

(Seal)



Dina Rozetta Hamer  
Notary Signature

Dina Rozetta Hamer

Type or Print Name of Notary

Notary Public, State of VIRGINIA

My Commission Expires: 6/30/23

# UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 8 IN BLOCK 8, IN THE SUBDIVISION OF BLOCK 4 IN THE NORTH 188.95 FEET OF THE EAST 197.10 FEET OF BLOCK 5, BLOCK 6, THE SOUTHWEST ¼ OF BLOCK 7, BLOCKS 8 AND 15, AND BLOCK 18, EXCEPT THE WEST 50 FEET OF THE SOUTH 125 THEREOF, ALL IN JOSEPH K. DUNLOP'S SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ AND THAT PART OF THE EAST 1/3 OF THE EAST ½ OF THE SOUTHWEST ¼, LYING SOUTHEAST OF CENTER OF DES PLAINES AVENUE IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-13-408-024

Property of Cook County Clerk's Office