

UNOFFICIAL COPY

Doc#: 1934547071 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 12/11/2019 01:40 PM Pg: 1 of 6

This Document Prepared By:
DAVID O'BRIEN
QUICKEN LOANS INC.
635 WOODWARD AVE
DETROIT, MI 48226
(888) 663-7374

When Recorded Mail To:
AMROCK
662 WOODWARD AVENUE
DETROIT, MI 48226

Tax/Parcel #: 10-34-114-014-0000

~~LA720495-5314372~~ [Space Above This Line for Recording Data]

Original Principal Amount: \$183,455.00

Unpaid Principal Amount: \$179,032.25

New Principal Amount: \$149,806.16

Capitalization Amount: \$0.00



FH/VA Case No.: 137-897669 2 703

Loan No: 3369277097

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 29TH day of NOVEMBER, 2019, between LINDA SPAK AKA LINDA SPAK JARRETT, AN UNMARRIED WOMAN ("Borrower"), whose address is 6938 N KENTON AVE, LINCOLNWOOD, IL 60712 and QUICKEN LOANS INC. ("Lender"), whose address is 635 WOODWARD AVE, DETROIT, MI 48226, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated MARCH 1, 2017 and recorded on MARCH 9, 2017 in INSTRUMENT NO. 1706846050, 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

6938 N KENTON AVE, LINCOLNWOOD, ILLINOIS 60712
(Property Address)

the real property described being set forth as follows:

UNOFFICIAL COPY

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, 2019** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$149,806.16**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest 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, in the amount of U.S. **\$0.00**.
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 **3.7500%**, from **DECEMBER 1, 2019**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **693.78**, beginning on the **1ST** day of **JANUARY, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.7500%** will remain in effect until principal and interest are paid in full. If on **DECEMBER 1, 2049** (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.
3. 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.

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 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, 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

UNOFFICIAL COPY

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. **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 of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. **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 as 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.**
7. **Borrower agrees to make and execute other documents or papers as may be necessary 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.**

UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

Linda Spak Jarrett 12/4/2019
Borrower: LINDA SPAK AKA LINDA SPAK JARRETT Date
[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

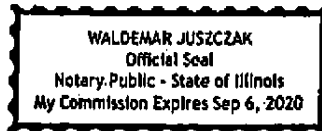
State of ILLINOIS

County of Cook

This instrument was acknowledged before me on 12-4-19 (date) by

LINDA SPAK AKA LINDA SPAK JARRETT (name/s of person/s acknowledged).

Waldemar Juszcak
Notary Public
(Seal)
Printed Name: WALDEMAR JUSZCZAK

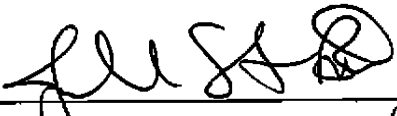


My Commission expires:
9.6.20

UNOFFICIAL COPY

In Witness Whereof, the Lender has executed this Agreement.

QUICKEN LOANS INC.


 By _____ (print name)
 Johannah Steinbrecher-Booker (title)
Loss Mitigation Officer [Space Below This Line for Acknowledgments] _____
 _____ Date
 12-10-19

LENDER ACKNOWLEDGMENT

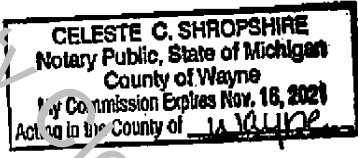
STATE OF MICHIGAN
COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 12-10-19
 by Johannah Steinbrecher-Booker, the Loss Mitigation Officer of QUICKEN LOANS
 INC., a company, on behalf of said company.

CCP

 Notary Public

Printed Name: Celeste C. Shropshire
 My commission expires: Nov. 16, 2021



Drafted By:
QUICKEN LOANS INC.
635 WOODWARD AVE
DETROIT, MI 48226

UNOFFICIAL COPY

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 10-31-114-014-0000

Land situated in the County of Cook in the State of IL

LOT 93 IN LINCOLNWOOD ESTATES FIRST ADDITION, A SUBDIVISION OF LOTS 11 AND 14 AND THAT PART OF LOTS 10 AND 15 LYING WEST OF THE RIGHT OF WAY OF THE C. & N.W. RAILROAD IN JAMES CLARK'S SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as: 6938 N Kenton Ave, Lincolnwood, IL 60712-2430

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES