

# UNOFFICIAL COPY

Doc#: 2005915215 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 02/28/2020 01:19 PM Pg: 1 of 6

**WHEN RECORDED RETURN TO**  
RICHMOND MONROE GROUP/BBLN MOD  
82 JIM LINEGAR LN  
BRANSON WEST, MO 65737  
Ref#: 000532000003555

This instrument was prepared by:  
Select Portfolio Servicing, Inc.  
3217 S Decker Lake Dr  
Salt Lake City, UT 84119

Permanent Index Number: 09-17-415-043-1025

\_\_\_\_\_  
[Space Above This Line For Recording Data]

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **13th day of December, 2019**, between **TIM A. CHRISTOPHER, SINGLE** ("Borrower") and **Select Portfolio Servicing, Inc.** ("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 27, 2006**, in the amount of **\$239,900.00** and recorded on **October 4, 2006** in Book, Volume, or Liber No. \_\_\_\_\_, at Page \_\_\_\_\_ (or as Instrument No. **0627742034**), 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  
**656 PEARSON ST, DES PLAINES, IL 60016**  
(Property Address)

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):



# UNOFFICIAL COPY

1. As of **February 1, 2020**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$230,914.07**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$43,714.07** 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 **\$187,200.00**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **3.875%**, from **January 1, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. **\$767.89**, beginning on the **1st** day of **February, 2020**, 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 **3.875%** 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 **January 1, 2060**.
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.
  - 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



# UNOFFICIAL COPY

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

**TAX CONSEQUENCES OF LOAN MODIFICATIONS.** There may be income tax consequences related to this loan modification. Because you will be responsible for paying any income tax due as a result of this loan modification, you may wish to consult a tax advisor before accepting this loan modification.



# UNOFFICIAL COPY

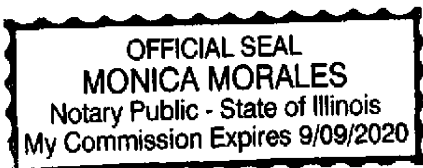
T.A. Christopher (Seal) \_\_\_\_\_ (Seal)  
 TIM A. CHRISTOPHER -Borrower -Borrower  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ -Borrower -Borrower

### ACKNOWLEDGMENT

State of Illinois  
 County of Cook

§  
§  
§

The foregoing instrument was acknowledged before me this 17<sup>th</sup> of Jan. 2020 by TIM A. CHRISTOPHER



[Signature]  
 Signature of Person Taking Acknowledgment  
Monica Morales  
 Printed Name  
Public Notary  
 Title or Rank


(Seal)

Serial Number, if any: \_\_\_\_\_



# UNOFFICIAL COPY

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
Select Portfolio Servicing, Inc.

By:  **Jessica Samaniego**  
Document Control Officer  
-Lender Date of Lender's Signature 2-14-2020


### ACKNOWLEDGMENT

State of Utah §  
County of Salt Lake §

On this 14 day of Feb. 2020, personally appeared before me

Jessica Samaniego  
whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Doc. Control Officer of Select Portfolio Servicing, Inc. and that said document was signed by him/her on behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors,) and said Doc. Control Officer acknowledged to me that said Corporation executed the same.



  
Signature of Notary Public  
Mesepe Aleki  
Printed Name

Residing at: Salt Lake Utah

(Seal)

My Commission Expires: FEB 19 2020



**UNOFFICIAL COPY****EXHIBIT A****BORROWER(S): TIM A. CHRISTOPHER, SINGLE****LOAN NUMBER: 0023958523****LEGAL DESCRIPTION:****STATE OF ILLINOIS, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:****PARCEL 1:**

**UNIT 401-C IN THE METROPOLITAN SQUARE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT C IN METROPOLITAN SQUARE PHASE I, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 1, 2006 AS DOCUMENT 0606034006 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.**

**PARCEL 2:**

**THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NUMBER P-5 AND STORAGE SPACE NUMBER S-6, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0606034006.**

**PARCEL 3:**

**EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE METROPOLITAN SQUARE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED MARCH 1, 2006 AS DOCUMENT 0606034006, FOR STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, COLUMNS AND BEAMS AND ANY OTHER SUPPORTING COMPONENTS IN THE BUILDING, UTILITIES, ENCROACHMENTS, INGRESS AND EGRESS, AND USE OF COMMON WALLS, FLOORS AND CEILINGS.**

**Permanent Index Number: 09-17-415-043-1025****ALSO KNOWN AS: 656 PEARSON ST, DES PLAINES, IL 60016**