

Edward M. Moody Cook County Recorder of Deeds Date: 03/17/2020 11:00 AM Pg: 1 of 4

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## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

MIN: 100719100002686713

This Loan in odification Agreement ("Agreement"), made this 1st day of January, 2020, between Besnik Dibra, A Married Mar and Fejzi Haxhagaj, A Single Person, As Joint Tenants, ("Borrower") and Crosscountry Mortgage, LLC ("Loader") and Mortgage Electronic Registration Systems, Inc. (MERS) Mortgagee, amends and supplements (1) the Moltgage, Deed of Trust, or Security Deed (the "Security Instrument") dated December 20th, 2019 and recorded in Inst. 12.00646017 of the Cook County Records of Cook County, Illinois and (2) the Fixed Interest rate note (the "Note"), Fearing 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

2160 Dehne Rd, Northbrook, Illinois 60062,
(Property Address)

the real property described being set forth as follows: See Attached Exhibit A

In consideration of the mutual promises and coreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the total or Security Instrument):

- 1. As of <u>January 1, 2020</u>, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$438,750.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 Fixed rate of 4.250%, from January 1, 2020. Borrower promises to make monthly payments of principal and interest of U.S. \$2,158.39, beginning on the 1st day of February, 2020, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.250% will renam in effect until principal and interest are paid in full. If on January 1, 2050 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will may 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 Botrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lendor'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; and
  - (b) all terms and provisions of any adjustable rate rider, 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.

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### 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 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 fe.s., title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Leverity Instrument, unless stipulated otherwise by Lender.
- (e) Borrows: igrees to make and execute such other documents or papers as may be necessary or required to etf ctuate 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) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Beneficiary of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws (11) elaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 4850'-2026, tel. (888) 679-MERS
- 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 forecostre 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 solvices Corrower'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 mounly Borrower's loan, at any telephone number, including mobile telephone number, or email address corrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging [].

ame: Brett A. Schiffer

\_ (Seal)

Besnik Dibra -Borrower

\_ (Seal)

Title: Vice President, Mortgage Electric Registration Systems, Inc.

Nominee for Lender

Fejzi Haxhagaj-Borrower

For or Hexhagos

Notary Public State of Illinois My Commission Expires 05/22/2023

Official Seal Christopher Ashley

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[Space Below This Line for Acknowledgements]
STATE OF OHIO)
CUYAHOGA COUNTY)  On this Ard anotary public in and for said county and state, personally appeared Brett A. Schiffer, Vice President, Mortgage Electronic Registration Systems, Inc. who acknowledged that he did sign the foregoing Loan Modification Agreement and that the same is his free act and deed on behalf of said company.
Su botto 62. 3/12/2020
My Commission Expires FERUARY 28, 2023  My Commission Expires FOR THE STATE OF OHIO My Commission Expire February 28, 2023
STATE OF
Notary's Signature  Date  My Commission Expires 05/23/23
Document Prepared By: Crosscountry Mortgage, LLC 6850 Miller Rd. Brecksville, Ohio 44140
Document Prepared By: Crosscountry Mortgage, LLC 6850 Miller Rd. Brecksville, Ohio 44140

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## **EXHIBIT "A" Property Description**

**Closing Date:** 

December 30, 2019

Borrower(s):

File No.: 2019-8347

Besnik Dibra and Fejzi Haxhagaj

Property Address: 2160 Dehne Road, Northbrook, IL 60062

## PROPERTY DESCRIPTION:

LOT 16 IN BLOCK 6 IN NORTHBROOK PARK UNIT NUMBER 2, A SUBDIVISION IN THE SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, JAI CONTS OFFICE RANGE 12 EAST OF THE THIRD PRINCIPAL MEPIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-16-208-016-0000

PROPERTY DESCRIPTION

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