

# UNOFFICIAL COPY

Doc#. 2010021170 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 04/09/2020 01:38 PM Pg: 1 of 7

This Document Prepared By:  
**LUANN GRIFFIN**  
**PLANET HOME LENDING, LLC**  
**321 RESEARCH PARKWAY SUITE 303**  
**MERIDEN, CT 06450**  
**(885) 884-2250**  
**NMLS# 17022**

When Recorded Mail To:  
**PLANET HOME LENDING, LLC**  
**321 RESEARCH PARKWAY, SUITE 303**  
**MERIDEN, CT 06450**

Tax/Parcel #: 20-35-302-018-0000/20-35-302-017-0000

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
Original Principal Amount: \$220,924.00  
Unpaid Principal Amount: \$215,706.77  
New Principal Amount: \$161,222.56  
Capitalization Amount: \$10,227.82

FHA/VA Case No.: 137-9415109-703-203B  
MERS Mn: 1002497-0000001403- 9  
MERS Phone #: (888) 679-6377

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 26TH day of FEBRUARY, 2020, between PATRICE J. BARBER A SINGLE WOMAN ("Borrower"), whose address is 8357 S DREXEL AVE, CHICAGO, ILLINOIS 60619 and PLANET HOME LENDING, LLC ("Lender"), whose address is 321 RESEARCH PARKWAY, SUITE 303, MERIDEN, CT 06450, and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated FEBRUARY 9, 2018 and recorded on FEBRUARY 16, 2018 in INSTRUMENT NO. 1804734050, 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

**8357 S DREXEL AVE, CHICAGO, ILLINOIS 60619**

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(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):

1. As of, **MARCH 1, 2020** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$161,222.56**, 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. **\$10,227.82**.
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 **4.0000%**, from **MARCH 1, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 769.70**, beginning on the **1ST** day of **APRIL, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.0000%** will remain in effect until principal and interest are paid in full. If on **MARCH 1, 2050** (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

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- (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. **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.**
8. **"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 Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.**

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In Witness Whereof, I have executed this Agreement.

*Patrice J. Barber*  
Borrower: **PATRICE J. BARBER**

3/11/20  
Date

\_\_\_\_\_  
[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

County of COOK

This instrument was acknowledged before me on March 11, 2020 (date) by

PATRICE J. BARBER (name/s of person/s acknowledged).

*Letric Watson*  
Notary Public

(Seal)

Printed Name: Letric Watson

My Commission expires:  
MARCH 11, 2020



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Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns

By *Thomas M. O'Connell*  
Thomas M. O'Connell  
Assistant Secretary

3/13/2020  
Date

\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

### Acknowledgment for Corporation

State of CONNECTICUT

County of NEW HAVEN

On this the 13<sup>th</sup> day of March, 2020, before me, a Notary Public, personally appeared Thomas M. O'Connell (Name of Officer) who acknowledged himself/herself to be the Assistant Secretary (Title of Officer) of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, and that he/she, as such Assistant Secretary (Title of Officer), being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Assistant Secretary (Title of Officer).

In witness whereof I hereunto set my hand.

Date: 3/13/2020

*Luann M. Griffin*

LUANN M. GRIFFIN, Notary Public

My Commission Expires:  
02/28/2023

LUANN M. GRIFFIN  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
February 28, 2023



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In Witness Whereof, the Lender has executed this Agreement.

**PLANET HOME LENDING, LLC**

  
 By Thomas M. O'Connell (print name)  
 Senior Vice President (title)

3/13/2020  
 Date

[Space Below This Line for Acknowledgments]

### Acknowledgment for Corporation

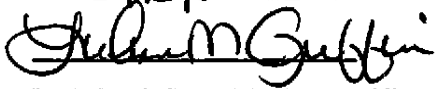
State of CONNECTICUT

County of NEW HAVEN

On this the 13th day of March, 2020, before me, a Notary Public, personally appeared **THOMAS M. O'CONNELL** (Name of Officer) who acknowledged himself/herself to be the **SENIOR VICE PRESIDENT** (Title of Officer) of **PLANET HOME LENDING, LLC** (Name of Corporation), a corporation, and that he/she, as such **SENIOR VICE PRESIDENT** (Title of Officer), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as **SENIOR VICE PRESIDENT** (Title of Officer).

In witness whereof I hereunto set my hand.

Date: 3/13/2020

  
 LUANN M. GRIFFIN, Notary Public

LUANN M. GRIFFIN, Notary Public

My Commission Expires:  
02/28/2023

**LUANN M. GRIFFIN**  
 NOTARY PUBLIC  
 State of Connecticut  
 My Commission Expires  
 February 28, 2023

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## EXHIBIT A

**BORROWER(S): PATRICE J. BARBER A SINGLE WOMAN**

**LOAN NUMBER: 9102026422**

**LEGAL DESCRIPTION:**

The land referred to in this document is situated in the STATE OF ILLINOIS, COUNTY OF COOK and described as follows:

**ALL OF LOT 25 AND THE SOUTH 20 FEET OF LOT 26, IN BLOCK 2, IN MOORE'S SUBDIVISION OF THE NORTH EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**ALSO KNOWN AS: 8357 S Drexel Ave, CHICAGO, ILLINOIS 60619**