#### UNOFFICIAL C

Doc#. 2012707153 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds Date: 05/06/2020 10:23 AM Pg: 1 of 10

After Recording Return To:

RUTH RUHL, J.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, Texas 75251, and Co-Counsel Lee Scott Perres, PC 29 North Wacker Drive, Suite 1010 Chicago, Illinois 60606

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Loan No.: 0101112423

FHA Case No.: 137-8605708-703

#### LOAN MODIFICATION AGREE

(Providing for Fixed Interest Rate

This Loan Modification Agreement ("Agreement"), made this 9th day of March, 2020 between STEVE S. ADAMS, UNMARRIED MAN, whose address is 190 LINDEN LANE, CHICAGO HEIGHTS, Illinois 60411

("Boarcwer/Grantor")

and Lakeview Loan Servicing, LLC by its attorney-in-fact M&T Bank, whose address is 4425 Ponce at Leon Blvd, 5th Floor, Coral Gables, Florida 33146

("Lender/Grantee"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated June 9th, 2016 , recorded June 17th, 2016 , and recorded in Book/Liber N/A , Page N/A , Instrument No. 1616946038 , 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 190 LINDEN LANE, CHICAGO HEIGHTS, Illinois 60411

ILLINOIS LOAN MODIFICATION AGREEMENT (FNMA Modified Form 3179 1/01 (rev. 04/14))

Loan No.: 0101112423

the real property described being set forth as follows: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

In consideration of the mutual p	romises and agreements exch	langed, the parties hereto	agree as follows
(notwithstanding anythir go the contrary	contained in the Note or Sec	curity Instrument):	

- 1. As of May 1/t, 2020 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 112,622.59 , 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 rate of 4.000 %, from April 1st, 2020 . Borrower promises to make monthly payments of principal and interest of U.S. \$ 537.68 , beginning on the 1st day of May , 2020 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.000 % will remain in effect until principal and interest are paid in rull. If on April 1st, 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 Dat:
- 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 suris secured by the Security Instrument.

  If Lender exercises this option, Lender shall give Borrower solice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is del vered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay the security instrument 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 recurrements of the Security Instrument, including without limitation, the 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 specified date 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.

Loan No.: 0101112423

- 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 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, executo s, administrators, and assigns of the Borrower.
- Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, add ess, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account or lances 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 of 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 o any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third I'ar ies 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 Loader or Third Parties.

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

- 6. If applicable, by this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligations to pay to Lender Funds for any or all Escrow Items is here by revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
- 7. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encur brance on the Property; (b) leasehold payments or ground rents on the Property, if any, (c) premiums for any and a't incurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums ravable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a

Loan No.: 0101112423

waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender

shall not charge. Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Iter is unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds is required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Lean Documents, Lender shall promptly refund Borrower any Funds held by Lender.

Loan No.: 0101112423	
Date 4/1/2020	Steve S. ADAMS (Seal)  -Borrower
Date	(Seal) -Borrower
Date	(Seal) -Borrower
Date	(Seal) _Borrower
State of Illiams & State of Durabe & \$	CKNOWLEDGMENT
County of Durate §  On this I day of APRIL  personally appeared STEVE S. ADAMS	, Dodu me of notary], a Notary Public in and for said state,
[name of person acknowledged], known to me to be the acknowledged to me that he/she/they executed the same	e person who executed the within instrument, and e for the purpose therein stated.
(Seal)	Ralph P Storts  Notary Signature Kalph R Storto  Palph R Storto
"OFFICIAL SEAL" RALPH R STORTO Notary Public, State of Illinois My Commission Expires 2/20/2022	Notary Public, State of The Thomas  My Commission Expires: 2/20/2022

Loan No.: 0101112423		
Lakeview Loan Servicing, LLC by its attorney-in-fact M&T Bank —Lender	4/3/	2020 -Date
By: Com Wilkowski Printed Name: Mice President Its:		
LENDER ACK	KNOWLEDGMENT	
State of New York §  County of Erie §  On this day of Iname of no appeared ADAM ATTERIOR S	otary], a Notary Public in and for so	, before me, aid state, personally
[name of officer or agent, title of officer or agent] of I Bank	Lakeview Loan Servicing, LLC by	0.
known to me to be the person who executed the within that he/she/they executed the same for the purpose ther	instrument on behalf of said entity ein stated.	, inc.ne of entity]  a, and acknowledged to me
(Seal) Registration #01F0ster Notary Public-State of New York My Commission Expires August 15	Notary Signature  Type or Print Name of Notary	Gabriel Foster
Qualified in Niagara County  Expires August 15 2023	Notary Public, State of	New York 08/15/2023

#### Exhibit "A"

LOT 6 IN BLOCK 6 IN OLYMPIA HIGHLANDS, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON APRIL 14, 1955, AS DOCUMENT NUMBER 16204705 AND FILED IN THE REGISTRAR'S OFFICE OF COOK Ph.

Cook County Clark's Office COUNTY, ILLINOIS, ON APRIL 14, 1955 AS DOCUMENT NUMBER 1587740.

2012707153 Page: 8 of 10

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Loan No.: 0101112423

#### EXHIBIT "B"

#### LOAN MODIFICATION AGREEMENT BANKRUPTCY DISCLOSURE ADDENDUM

THIS LOA'N MODIFICATION AGREEMENT BANKRUPTCY DISCLOSURE ADDENDUM is made this 9 th day of Va ch, 2020, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date, given by the undersigned (the "Borrower") which modifies Borrower's Note and Security Instrument to Lakeview Loan Servicing, LLC by its attorney-in-fact M&T Bank

(the "Lender")

and covers the Property located at:

190 LINDEN LAND. CHICAGO HEIGHTS, Illinois 60411

[Proverty Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, Borrower and Lender covenant and agree as follows:

- 1. Borrower was discharged in a Chapter 7 bankruptcy proceeding AFTER the execution of the Note and Security Instrument;
- 2. Borrower has or reasonably expects to have the ability to make the payments specified in the Loan Modification Agreement; and
- 3. The Loan Modification Agreement was entered into consensually and it does not affect the discharge of Borrower's personal liability on the Note.
- 4. Borrower understands and acknowledges that Borrower has had an or portunity to consult an attorney of Borrower's own choosing before Borrower executed the Loan Modification Agreement or this Loan Modification Agreement Bankruptcy Disclosure Addendum, and Borrower as either consulted with an attorney or has declined the opportunity to consult with an attorney.

Loan No.: 0101112423

Except as otherwise specifically provided in this Loan Modification Agreement Bankruptcy Disclosure Addendum, the terms of the Loan Modification Agreement will remain unchanged and in full effect.

	4/1/2020	Standelow	(Seal)
Date		STEVE S. ADAMS	-Borrowei
	$O_{\mathcal{F}}$		(Seal)
Date	Cof		-Borrower
			(Seal)
Date		COUNTY	-Borrower
Date		6/4/6	-Borrower
			Ö

2012707153 Page: 10 of 10

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Loan No.: 0101112423			
Lakeview Loan Servicing, LLC by its attorney-	London	4/3/20	20 Bra
By: Odam Wilkowski Its: Vice Precident	-Lender		-Date
LOAN MODIFICATION AGREEMENT BANKRUPTC		PA COATS	Page 3 of 3

CHAPTER 7 DISCHARGED BANKRUPTCY