

# UNOFFICIAL COPY

Doc#: 2014807196 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 05/27/2020 11:01 AM Pg: 1 of 7

**After Recording Return To:**  
**Rushmore Loan Management Services LLC**  
**ATTN: Collateral Dept.**  
**1755 Wittington Place Ste. 400**  
**Farmers Branch, TX 75234**

**This Document Prepared By:**  
**KIRK DUNBAR**  
**Rushmore Loan Management Services LLC**  
**15480 Laguna Canyon Road**  
**Irvine, CA 92618**

**Parcel ID Number: 16-21-406-029-0000**

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

Original Recording Date: <b>August 24, 2017</b>	Loan No: <b>4400782290</b>
Original Loan Amount: <b>\$273,946.00</b>	Investor Loan No: <b>0220265284</b>
New Money: <b>\$22,776.84</b>	MIN Number: <b>100031400002195165</b>
	FHA Case No.: <b>137-9175303-703-203B</b>

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 7th day of April, 2020, between **EDWIN A LOPEZ** whose address is **1616 S 48TH CT, CICERO, IL 60804** ("Borrower") and **Owner, First Guaranty Mortgage Corporation and through Rushmore Loan Management Services LLC** which is organized and existing under the laws of Delaware, and whose address is **1755 Wittington Place Ste. 400, Farmers Branch, TX 75234** ("Lender"), and **Mortgage Electronic Registration Systems, Inc. ("MERS")**, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **August 21, 2017** and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **172369065** and recorded on **August 24, 2017**, of the Official Records of **COOK County, IL** 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 **1616 S 48TH CT, CICERO, IL 60804**,

(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 **May 1, 2020**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$280,272.28**, consisting of the amount(s) loaned to Borrower by



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Lender plus capitalized interest in the amount of **\$8,690.52** 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.

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 **May 1, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,338.06**, beginning on the **1st** day of **June, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **May 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; 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.
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



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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.
- 9. This Agreement modifies an obligation secured by an existing security instrument recorded in COOK County, IL upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$257,495.42. The principal balance secured by the existing security instrument as a result of this Agreement is \$290,272.28, which amount represents the excess of the unpaid principal balance of this original obligation.

  
 \_\_\_\_\_  
 EDWIN A LOPEZ -Borrower

Date: 9/21/20

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

State of Illinois

County of COOK

The foregoing instrument was acknowledged before me, a Notary Public on

09/21/2020 by EDWIN A LOPEZ.

  
 \_\_\_\_\_  
 (Signature of person taking acknowledgment)

My Commission Expires on 03/24/2022



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Owner, First Guaranty Mortgage Corporation and through Rushmore Loan Management Services LLC

By: [Signature] (Seal) - Lender  
Name: Tim Lightfoot  
Title: Vice President

APR 28 2020  
Date of Lender's Signature

[Space Below This Line For Acknowledgments]  
The State of TEXAS

County of DALLAS

Before me Kirsten Cooper Zeppa (name/title of officer) on this day personally appeared  
Tim Lightfoot, the Vice President of  
RLMS, LLC

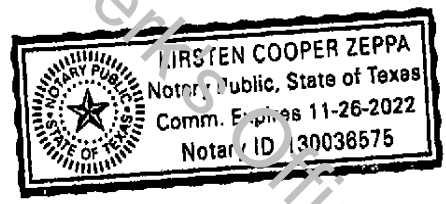
known to me (or proved to me on the oath of [Signature] or through PK  
(description of identity card or other document)) to be the person whose name is subscribed to the  
foregoing instrument and acknowledged to me that he executed the same for the purposes and  
consideration therein expressed.

Given under my hand and seal of office this 28 day of April, A.D. 2020

[Signature]  
Signature of Officer

Notary Public  
Title of Officer

My Commission expires: 11/26/2022



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*ML*

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: ~~Tim Lightfoot~~  
*Assistant Secretary*

[Space Below This Line For Acknowledgments]

The State of TEXAS

County of DALLAS

Before me *Kirsten Cooper Zeppa* (name/title of officer) on this day personally appeared  
*Tim Lightfoot* the *Assistant Secretary* of  
*MERS*

known to me (or proved to me on the oath of \_\_\_\_\_ or through *PK*  
(description of identity card or other document)) to be the person whose name is subscribed to the  
foregoing instrument and acknowledged to me that he executed the same for the purposes and  
consideration therein expressed.

Given under my hand and seal of office this *28* day of *April*, A.D. *2020*.

*K Zeppa*  
Signature of Officer

*Notary Public*  
Title of Officer

My Commission expires : *11/26/2022*



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## Exhibit "A"

Loan Number: 440782290

Property Address: 1616 S 48TH CT, CICERO, IL 60804

**Legal Description:**

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS: LOT 9 IN BLOCK 2 IN PARKHILME RESUBDIVISION OF LOT OF GRANT LAND ASSOCIATION RESUBDIVISION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.



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304 12338 06/18 Exhibit A Legal Description Attachment



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## ERRORS AND OMISSIONS/COMPLIANCE AGREEMENT

Loan Number: 4400782290

Date: April 10, 2020

Borrower(s): EDWIN A LOPEZ


Property Address: 1616 S 48TH CT, CICERO, IL 60804

Lender: Owner, First Guaranty Mortgage Corporation and through Rushmore Loan Management Services LLC

In consideration of Owner, First Guaranty Mortgage Corporation and through Rushmore Loan Management Services LLC (the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs, or any municipal bonding authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses. Borrower's failure to comply with all such requests within such 30 day time period will result in the Lender adjusting the modified terms without the borrower's consent.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

  
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EDWIN A LOPEZ - Borrower

Date: 4/21/20

Deputy Cook County Clerk's Office

