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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



Doc# 2019862051 Fee \$93.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/16/2020 04:18 PM PG: 1 OF 9

The property identified as: **PIN:** 31-17-211-015-0000

Address:

Street: 157 Deerpath Road

Street line 2:

City: Matteson

State: IL

ZIP Code: 60443

Lender: TRUIST BANK (BB&T NOW TRUIST)

Borrower: Andrea Plenty

Loan / Mortgage Amount: \$77,202.85

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is government property.

S

P

S

M

SC

E

Certificate number: FFF896F6-4FA7-4700-9DBB-738156478FC1

Execution date: 5/16/2020

INT

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[Space Above This Line For Recording Data]

Return To: Branch Banking & Trust
 111 Millport Circle
 Greenville, SC 29607

Prepared By: DEANN C ORTIZ
 111 Millport Circle
 Greenville, SC 29607

Tax ID: 31172110150000

BB&T Loan No: 6998179724
 FHA Case Number: 137-745403 7

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), is effective June 1, 2020, between ANDREA PLENTY ("Borrower") a married woman and Truist Bank ("BB&T now Truist" or "BB&T") ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") securing the Note, and recorded on December 4, 2013 in Instrument No.: 133384103 in the Office of the Registry of Cook County and (2) the Note made by the Borrower dated November 12, 2013 in the original sum of U.S \$57,537.00. For the purpose of this Agreement, the term "Property" shall be the real property and personal property, if any, together with any improvements located thereon, as more particularly described in the Security Instrument and having an address of:

157 DEERPATH ROAD
MATTESON, IL 60443

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. Borrower hereby acknowledges that prior to this modification the outstanding unpaid principal balance due under the Note and Security Instrument is \$52,768.35. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance, premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, cost and expenses, in the total amount of \$24,434.50 has been added to the indebtedness under the terms of the Note and Security Instrument, resulting in a total indebtedness due as of May 1, 2020 of U.S \$77,202.85 (the new "Unpaid Principal Balance").

Borrower Initial: AP

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BB&T Loan Number: 6998179724

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 3.750%, from May 1, 2020. Borrower promises to make monthly payments of principal and interest of U.S. \$357.54, beginning on June 1, 2020 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.750% will remain in effect 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.

The Borrower will make such payments to and at Branch Banking and Trust Company, Home Mortgage Payment Center, P.O. Box 580302, Charlotte, NC 28258-0302 or such other place as the Lender may require.

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. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

6. 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

Borrower Initial: AP

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BB&T Loan Number: 6998179724

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, 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.

Borrower Initial: AP

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BB&T Loan Number: 6998179724

7. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

Property of Cook County Clerk's Office

Borrower Initial: JP

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BB&T Loan Number: 6998179724

(Individual Acknowledgement)

Witness our hands and seals to this Agreement this 5th day of May, 2020.

Norman Hall
Witness Signature

BY: [Signature]
ANDREA PLENTY

Norman Hall
Witness Printed Name

[Signature]
Witness Signature

Shay Brown
Witness Printed Name

STATE OF Illinois)

COUNTY OF Cook)

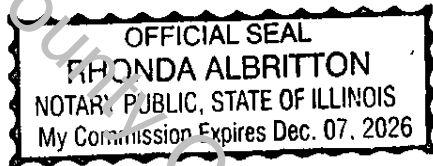
I, Thonda Albritton, a Notary Public of said county do hereby certify that **ANDREA**

PLENTY, Borrower(s) has acknowledged the execution of the foregoing AGREEMENT, by means of physical

presence this 5th day of May, 2020.

NOTARY PUBLIC FOR STATE OF Illinois

My Commission Expires: Dec. 07, 2026



[Signature]
Notary Public

Please Note: Branch Banking and Trust Company has changed its name and is now known as Truist Bank.

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EXHIBIT "A"

LOT 280 IN WOODGATE GREEN UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17, AND PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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April 14, 2020

BB&T Loan No.: 6998179724

ANDREA PLENTY
 157 DEERPATH ROAD
 MATTESON, IL 60443

Ex "B"

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of Truist Bank, formerly known as Branch Banking and Trust Company (the "Lender") agreeing to modify the referenced loan (the "Loan") to ANDREA PLENTY, the Borrower(s) agree 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 bond authority.

The Borrower agrees to comply with all such request 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, as a result of the Borrower's failure to comply with all such requests within such 30 day period.

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.

Please Note: Branch Banking and Trust Company has changed its name and is now known as Truist Bank.

BY:



 ANDREA PLENTY

Date:

5-7-2020

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BB&T Mortgage Loan No.: 6998179724

(Corporate Acknowledgement)

Witness our hand and seals to this Agreement this 14th day of May, 2020.

WITNESSED BY:

Truist Bank ("BB&T now Truist" or "BB&T")

[Signature]
 Printed Name: [Signature]

[Signature]
 Printed Name: Anthony Proaker

BY: [Signature]
Jim Adam
 Vice President

STATE OF South Carolina)

COUNTY OF Greenville)

I, Kimberly Rachelle Mae, Notary Public of said County, do hereby certify Jim Adam
 Lender/Note Holder personally appeared before me this day and acknowledged that he/she is a Vice President of
 Branch Banking and Trust Co. On behalf of the corporation I acknowledge the due execution of the foregoing
 instrument.

SWORN TO BEFORE ME THIS 14th day of May, 2020.

My Commission Expires: [Signature]
 Notary Public

KIMBERLY RACHELLE MCCLEER
 Notary Public - State of South Carolina
 My Commission Expires October 17, 2026

Please Note: Branch Banking and Trust Company has changed its name and is now known as Truist Bank.