

# UNOFFICIAL COPY

Doc#: 2022407564 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 08/11/2020 03:35 PM Pg: 1 of 7

After Recording Return To:  
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1625 NW 136th Avenue Suite E-100  
Sunrise, FL 33323

This Document Prepared By:  
SCOTT BASSON  
RoundPoint Mortgage Servicing Corporation  
446 Wrenplace Road  
Fort Mill, SC 29715

Parcel ID Number: 17-15-307-031-0000

[Space Above This Line For Recording Data]  
Original Recording Date: February 04, 2004      Loan No: 2004851024  
Original Loan Amount: \$1,000,000.00      Investor Loan No: 0042900166  
New Money: \$1,131.82

## LOAN MODIFICATION AGREEMENT (Providing For Fixed Interest Rate)

Date: April 01, 2020

This Loan Modification Agreement ("Agreement"), made this 1st day of April, 2020, between SHAKUNTALA CHHABRIA ("Borrower") and ROUNDPOINT MORTGAGE SERVICING CORPORATION, whose address is 446 Wrenplace Road, Fort Mill, SC 29715 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated January 23, 2004 and recorded in Book/Liber N/A, Page N/A, Instrument No: 0403533049 and recorded on February 04, 2004, 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  
910 S MICHIGAN AVE UNIT #1905/2005, CHICAGO, IL 60605,  
(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. **Modification Terms.** As of **March 1, 2020**, ("the Modification Effective Date"), the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$1,064,533.29**, consisting of all amounts and arrearages that are past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances, late charges, and



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LOAN MODIFICATION AGREEMENT  
8300a 03/18



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(page 1 of 5)

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other costs, collectively "Unpaid Amounts") less Principal in the amount of U.S. **\$101,941.02**, which has been forgiven (the "Principal Forgiveness"). The new amount payable under the Note and Security Instruments is U.S. **\$962,592.27** (the "New Principal Balance").

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 **5.990%**, from **March 1, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. **\$5,765.04**, 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 **5.990%** will remain in effect until principal and interest are paid in full. If on **April 1, 2022** (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. 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



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 LOAN MODIFICATION AGREEMENT  
 8300a 03/18



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 (page 2 of 5)

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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.

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

6. 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 \$961,460.45. The principal balance secured by the existing security instrument as a result of this Agreement is \$962,592.27, which amount represents the excess of the unpaid principal balance of this original obligation.

7. **Additional Agreements.** I agree to the following:



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LOAN MODIFICATION AGREEMENT  
8300a 03/18



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(page 3 of 5)

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That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.

In Witness Whereof, the Lender and I have executed this Agreement.

*Shakuntala Chhabria*  
SHAKUNTALA CHHABRIA -Borrower

Date: 6-16-2020

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

State of Illinois

County of Cook

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

June 16, 2020 by SHAKUNTALA CHHABRIA.

*Susanne L Sparina*  
(Signature of person taking acknowledgment)

My Commission Expires on 10/4/20



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LOAN MODIFICATION AGREEMENT  
8300a 03/18



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Form 3179 1/01 (rev 4/14)  
(page 4 of 5)

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**ROUNDPOINT MORTGAGE SERVICING CORPORATION**

By: [Signature] (Seal) - Lender

Name: Billy Keith Thomas

Title: Portfolio Manager

06/23/2020  
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of SOUTH CAROLINA  
County of YORK

I, Megan Grant, a Notary Public in and for said state, (name/title of official) do hereby certify that

Billy Keith Thomas, the Portfolio Manager of ROUNDPOINT MORTGAGE SERVICING CORPORATION, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument

Witness my hand and (where an official seal is required by law) official seal this the 23<sup>rd</sup> day of June, 2020

[Signature]  
(signature of officer)

Megan Grant  
Type or Print Name of Notary



Notary Public, State of South Carolina

My Commission Expires: Sept 20, 2029



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LOAN MODIFICATION AGREEMENT  
8300a 03/18



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(page 5 of 5)

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Loan No.: 2004851024

## BALLOON ADDENDUM

THIS ADDENDUM is made this 1st day of April, 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 ROUNDPOINT MORTGAGE SERVICING CORPORATION (the "Lender") and covers the Property located at:

910 S MICHIGAN AVE UNIT #1905/2005, CHICAGO, IL 60605  
[Property Address]

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

**"THIS LOAN MUST EITHER BE PAID IN FULL AT MATURITY OR CONVERTED TO A MARKET LEVEL FIXED RATE OVER THE EXTENDED REMAINING TERM. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE IF YOU DO NOT QUALIFY. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER."**

By signing below, Borrower accepts and agrees to the terms and covenants contained herein.

Shakuntala Chhabria  
SHAKUNTALA CHHABRIA -Borrower

Date: 6-16-2020

### ROUNDPOINT MORTGAGE SERVICING CORPORATION

By: [Signature] (Seal) - Lender

Name: Bills Keith Thomas

Title: Portfolio Manager

06/23/2020  
Date of Lender's Signature



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## Exhibit "A"

Loan Number: 2504851024

Property Address: 910 S MICHIGAN AVE UNIT #1905/2005, CHICAGO, IL 60605

**Legal Description:**

PARCEL 1: UNIT NO. 1905/2005 IN THE MICHIGAN AVENUE LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF LOTS IN BLOCK 20 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 98774537 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE, MAINTENANCE, UTILITIES AND ENJOYMENT AS SET FORTH IN THE DECLARATION RECORDED AUGUST 31, 1998 AS DOCUMENT NUMBER 98774537. STREET ADDRESS: 910 S. MICHIGAN, CITY: CHICAGO COUNTY: COOK. TAX NUMBER: 17-15-307-999-1204.



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12338 06/18 Exhibit A Legal Description Attachment



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Page 1 of 1