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Doc#. 2031255317 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 11/09/2020 04:29 PM Pg: 1 of 6

IL SMS No 579356373 MOD

Prepared by:

Nicole Harwood

Shellpoint Mortgage Servicing

55 Beattie Place Suite 110 (MS 157)

Greenville, SC 29601

Telephone: 866-825-2174

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Modification Agreement

Document Date: **8/25/2020**

Original Mortgagor: **TOMAS FABELA and ADRELA FABELA, Husband and Wife**

Address: **2247 N LA CROSSE AVE, Chicago, IL, 60639 (Cook)**

Original Mortgagee: **Security Mortgage Inc**

Present Holder of the Note and Lien: **NewRez LLC d/b/a Shellpoint Mortgage Servicing**

Holder's Address: **c/o NewRez LLC D/B/A Shellpoint Mortgage Servicing 55 Beattie Place Suite 110
Greenville, SC 29601 (Greenville County)**

Original Loan Amount: **\$279,600.00**

Current Unpaid Balance: **\$261,211.85**

New Money (Intangible Amount): **\$-38,211.85**

New Unpaid Balance: **\$223,000.00**

Original Mortgage Recorded on **2/16/2007**, Instrument #: **0704735048**, Book: **N/A**, Page: **N/A**

Tax Parcel #: **13-33-214-005-0000**

Legal Description: **See Exhibit "A"**

Loan #: **0579356373**

Exhibit "A"

**LOT 29 IN BLOCK 1 IN JENNINGS' SUBDIVISION OF LOT 2 IN THE COUNTY CLERK'S
SUBDIVISION OF THE EAST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

APN: **13-33-214-005-0000**

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Upon recording return to:
 Shellpoint Mortgage Servicing
 75 Beattie Place Suite 300 (MS 157)
 Greenville, SC 29601
 Loan Number: 0579356373

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MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), dated 8/25/2020 between TOMAS FABELA ("Borrower"), ADELA FABELA ("Non-Obligor") and NewRez LLC d/b/a Shellpoint Mortgage Servicing ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated : 2007-02-05 and recorded in page(s) Document # 0704735048 of the Cook County Recorder of Cook, 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 2247 N LA CROSSE AVE, CHICAGO, IL 60639.

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 10/1/2020, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$281,744.93, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. The Maturity date is 9/1/2060.
2. \$58,744.93 of the New Principal Balance shall be deferred (the 'Deferred Principal Balance') and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the 'Interest Bearing Principal Balance' and this amount is \$223,000.00. Interest at the rate of 3.500% will begin to accrue on the Interest Bearing Principal Balance as of 9/1/2020 and the first new monthly payment on the Interest Bearing Principal Balance will be due on 10/1/2020. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-40	3.500%	9/1/2020	\$863.88	\$453.72, may adjust periodically	\$1,317.60, may adjust periodically	10/1/2020	480

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow

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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.

- (g) 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.
- (h) I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) The date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the Maturity Date.

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me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

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 a fixed 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 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

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Space Below this Line for Individual Acknowledgement

Tomas Fabela (Seal) 9-9-20 (Date)
TOMAS FABELA

Adela Fabela (Seal) 9-9-20 (Date)
Non-Obligor: ADELA FABELA

Signed, acknowledged and delivered in the presence of:

Witness Cam Chairez (Seal)
Witness Nutka Feun (Seal)

State of IL

County of DeWitt

I certify that the following person(s) Tomas Fabela and Adela Fabela personally appeared before me this 9th day of September, 2020 and I have personal knowledge of the identity of the principal(s), I have seen satisfactory evidence of the principal's identity, by a current state or federal identification evidence of the principal's identity photograph in the form of a T.D., or credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Witness my hand and official seal, this 9th day of September, 2020.

Notary Signature Jazmin Bue (Seal)

Witness Monica Martinez (Seal)

Typed/Printed Name: Jazmin Bue
Notary Public, State of: IL
(VA Notaries) Reg. No.: N/A
My Commission Expires: 9/30/2023

(Official Seal)



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Space Below this Line for Corporate Acknowledgement

NewRez LLC d/b/a Shellpoint Mortgage Servicing

Authorized Signer (Lender) *Nneka Joyner* (Seal)

Printed Name/Title Nneka Joyner, Fulfillment Specialist

Signed, acknowledged and delivered in the presence of:

Witness *B* Brendan Cathers (Seal)

Witness *A* Alan N. Grover Jr. (Seal)

State of SC
County of Greenville

I certify Nneka Joyner personally appeared before me this 16 day of Sept, 2022 and acknowledged that he or she is an authorized signer for NewRez LLC d/b/a Shellpoint Mortgage Servicing. I have personal knowledge of the identity of said officer, acknowledging to me that he or she voluntarily signed the foregoing document on behalf of the corporation for the purposes stated therein and in the capacity indicated.

Witness my hand and official seal, this 16 day of Sept, 2022.

Notary Signature *Abigail Ashton* (Seal)

Witness *B* Brendan Cathers (Seal)

Typed/Printed Name: _____ (Official Seal)
Notary Public, State of: South Carolina
(VA Notaries) Reg. No.: _____
My Commission Expires: 8/3/2030

