

# UNOFFICIAL COPY

Doc#: 2100801330 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 01/08/2021 02:02 PM Pg: 1 of 6

After recording please mail to:  
ServiceLink  
Attn: Loan Modification Solutions  
3220 El Camino Real  
Irvine, CA 92602

This instrument was prepared by:  
Fay Servicing, LLC  
440 S. LaSalle St., Ste. 2000  
Chicago, IL 60605

Permanent Index Number: 04-32-402-034-1059

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Received

FEB 04 2020

Fay Servicing, LLC

200601011 Fey

Investor Loan No: 101099249

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this 27th day of January, 2020, between BRANKO BAJIC AND DESA BAJIC ("Borrower") and Fay Servicing LLC as Attorney in Fact for U.S. Bank Trust National Association, as trustee for CVF III Mortgage Loan Trust II ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated March 18, 2011, in the amount of \$210,086.30 and recorded on April 8, 2011 in Book, Volume, or Liber No. , at Page (or as Instrument No. 1109808344), of the Official (Name of Records) Records of Cook, ILLINOIS (County and State, or other jurisdiction) 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  
**4100 TRIUMVERA DR APT 307, GLENVIEW, IL 60015**  
(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):



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1. As of **March 1, 2020**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$195,538.33** consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$0.00** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower 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 **\$195,538.33**. Interest at the rate of **4.000%** will begin to accrue on the Interest Bearing Principal Balance as of **February 1, 2020** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **03/01/2020**. The new Maturity Date will be **October 1, 2055**. Borrower's payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
<del>2020 - 2021</del>	4.000%	02/01/2020	\$858.39	03/01/2020	12
2021 - 2055	5.500%	02/01/2021	\$1,039.81	03/01/2021	416

3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.



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- 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 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 .



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Branko Bajic (Seal)  
BRANKO BAJIC -Borrower

Desa Bajic (Seal)  
DESA BAJIC -Borrower

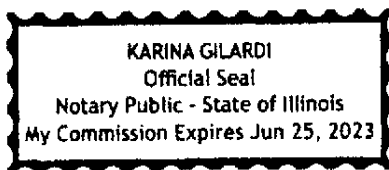
\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

### ACKNOWLEDGMENT

State of Illinois §  
County of Cook §

The foregoing instrument was acknowledged before me this February 3, 2020 by  
**BRANKO BAJIC AND DESA BAJIC**



(Seal)

Karina Gilardi  
Signature of Person Taking Acknowledgment  
KARINA GILARDI  
Printed Name  
NOTARY PUBLIC  
Title or Rank  
Serial Number, if any: 143075



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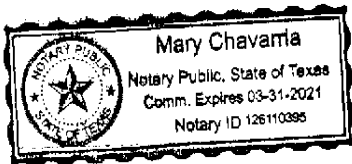
ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
Fay Servicing LLC as Attorney in Fact for U.S. Bank Trust National Association, as trustee for CVF III  
Mortgage Loan Trust II

By: REGINA MCANINCH -Lender      4/28/2020 Date of Lender's Signature  
**REGINA MCANINCH**  
**ASSISTANT SECRETARY**

### ACKNOWLEDGMENT

State of TEXAS      §  
County of DALLAS      §  
   §

This instrument was acknowledged before me on 4/28/2020 by **REGINA MCANINCH**  
**ASSISTANT SECRETARY** of Fay Servicing LLC as Attorney in Fact for U.S. Bank Trust National  
Association, as trustee for CVF III Mortgage Loan Trust II.



Mary Chavarria  
Signature of Notary Public  
**MARY CHAVARRIA**  
Printed Name  
Notary  
Title or Rank  
Serial Number, if any: \_\_\_\_\_

(Seal)



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## EXHIBIT A

**BORROWER(S): BRANKO BAJIC AND DESA BAJIC**

**LOAN NUMBER: 177467**

### LEGAL DESCRIPTION:

**STATE OF ILLINOIS, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:**

**UNIT 307B IN TRIUMVERA MIDRISE CONDOMINIUM, AS DELINEATED ON A SURVEY OF A PARCEL OF LAND IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT LR 2754082 ON MAY 23, 1974, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INDIANA IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.**

**Permanent Index Number: 04-32-402-034-1059**

**ALSO KNOWN AS: 4100 Triumvera Dr Apt 307, Glenview, IL 60025**

