Doc#. 2103639113 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 02/05/2021 10:29 AM Pg: 1 of 9

After Reco.ding Return To: RUTH RUHL, P.C. Attn: Recording Department

12700 Park Central Drive, Suite 850 Dallas, Texas 75251

#### Prepared By:

RUTH RUHL, P.C. 12700 Park Central Drive, Suite 850 Dallas, Texas 75251, and Co-Counsel Lee Scott Perres, PC 29 North Wacker Drive, Suite 1010 Chicago, Illinois 60606

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CENLAR FSB

Loan No.: 4767628375

#### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 16th day of November, 2020, between JESUS MARTINEZ, AN UNMARRIED MAN, whose address is 209 156TH PL, CALUMET CITY, Illinois 60409 ("Bor wer/Grantor") and US Bank National Association as Trustee for CRMSI REMIC Series 2007-01-REMIC Pass-Through Certificates Series 2007-01, whose address is 425 Phillips Blvd, Ewing, New Jersey 08618 ("Lender G. antee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, in the original loan amount of U.S. \$ 165,535.35 and dated December 16th, 2006, recorded December 29th, 2006, and recorded in Book/Liber N/A, Page N/A, Instrument No.

0636344149 , of the Records of COOK County, Illinois further assigned to Lender and recorded on N/A, in Book N/A, Page N/A, Instrument No. N/A

(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 5836S TALMAN AVE, CHICAGO, Illinois 60629

, and

Loan No.: 4767628375

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

In coasic eration 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 December 1st, 2020 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balar.ce") is U.S. \$119,708.59 , consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. This principal balance has been adjusted to this amount to the purpose of calculating the monthly principal and interest payment. The amount of the adjustment which will be deferred totals \$51,303.6° ("Deferred Adjustment") and this amount will be held until the loan is either paid in full or reached the maturity date below. The payoff will include the full amount owed, including the amount of the deferment.
- 2. Borrower promises to pay the Unraid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Colonic at the yearly rate of 2.500 %, from December 1st, 2020 . Borrower promises to make monthly payments of principal and interest of U.S. \$ 394.77 , beginning on the 1st day of January , 2021 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 1st, 2060 , Borrower still owes amounts under this modification agreement Porrower will pay these amounts in full on that date, which is called the ("Maturity Date"). The Borrower will make such payments at:

CENLAR FSB 425 Phillips Blvd. Ewing, NJ 08618

- 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, the 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 specified date 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

Loan No.: 4767628375

- (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.
- (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 are a 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 nender.

Borrower agrees to make and 'xecute 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, at dessigns of the Borrower.

Loan No.: 4767628375	<i>J</i>
12-02-2020	JESUS MARTINEZ (Seal)
Date	JESUS MARTINEZ —Borrower
Date	(Seal) -Borrower
	2010110.
Date	(Seal) -Borrower
Date	(Seal) -Borrower
BOFROWER AC	KNOWLEDGMENT
State of Chiles & County of Chile & Docember On this 2nd day of Oscercher	, QUAD, before me, e of notary Public in and for said state, person who executed the within instrument, and
OFFICIAL SEAL DAPHNEY A. HILSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES OCT. 15, 2022	Da Phoey A - Hi Ison  Notary Signature  Type or Trint Name of Notary  Notary Public, State of Tunois  My Commission Expires: 10-15-203.2-

Loan No.: 4767628375	
US Bank National Association as  Trustee for CRMSI REMIC Series —Lender 2007-01-REMIC Pass-Through Certificates Series 2007-01	
By:	
0xC004	
I PARTED A CITA	TOTAL TIP OF SERVICE
State of New Stoly & County of March & Willem	before me, before me, before me, said state, personally full of the said state for CRMSI as Series 2007-01
known to me to be the person who executed the within in that he/she/they executed the same for the purpose therein	strument on behalf of said entity, and acknowledged to me
(Seal)  ANABEL HOFFMAN  NOTARY PUBLIC OF NEW JERSEY  My Commission Expires May 7, 2024  ID# 50104268	Anabel Hoffman, ANABEL HOFFMAN Notary Signature  Anabel Hoffman Anabel Hoffman Notary Signa

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ACKNOWLEDGMENT (ILLINOIS)

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## **UNOFFICIAL COPY**

#### "EXHIBIT A"

THE EAST % OF LOT 23 (EXCEPT THE WEST 8 FEET THEREOF AND EXCEPT THE NORTH 120 FEET THEREOF) AND THE NORTH 18 FEET OF THE EAST 1/2 OF LOT 22, (EXCEPT THE WEST 8 FEET THEREOF) IN CHICAGO TITLE AND TRUST COMPANY'S SUBDIVISION OF THE SOUTHWEST IS OF THE NORTHEAST IS AND THE EAST IS OF THE WEST IS OF THE NORTHEAST IS OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 1913222035



Loan No.: 4767628375

#### **EXHIBIT "B"**

#### LOAN MODIFICATION AGREEMENT BANKRUPTCY DISCLOSURE ADDENDUM

THIS LOA NIODIFICATION AGREEMENT BANKRUPTCY DISCLOSURE ADDENDUM is made this 16th day of November, 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 US Bank National Association as Trustee for CRMSI REMIC Series 2007-01-REMIC Tays-Through Certificates Series 2007-01

(the "Lender")

and covers the Property located at:

5836S TALMAN AVE, CHICAGO, Illinois 60629

[Property Address]

In addition to the covenants and agreements made in de Yoan Modification Agreement, Borrower and Lender covenant and agree as follows:

- 1. Borrower was discharged in a Chapter 7 bankruptev proceeding AFTER the execution of the Note and Security Instrument;
- 2. Borrower has or reasonably expects to have the ability to make the payments specified in the Loan Modification Agreement; and
- 3. The Loan Modification Agreement was entered into consensually and it does not affect the discharge of Borrower's personal liability on the Note.
- 4. Borrower understands and acknowledges that Borrower has had an or printality to consult an attorney of Borrower's own choosing before Borrower executed the Loan Modification Agreement or this Loan Modification Agreement Bankruptcy Disclosure Addendum, and Borrower has either consulted with an attorney or has declined the opportunity to consult with an attorney.

Loan No.: 4767628375

Except as otherwise specifically provided in this Loan Modification Agreement Bankruptcy Disclosure Addendum, the terms of the Loan Modification Agreement will remain unchanged and in full effect.

12-01-2020 Date	JESUS MARTINEZ	(Seal) -Borrower
Date		(Seal) -Borrower
Date	T COUNTY	(Seal) -Borrower
Date		(Seal) -Borrower
		) <sub>5c</sub> .

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## **UNOFFICIAL COPY**

Loan No.: 4767628375 12-10-2020 US Bank National Association as Trustee for CRMSI PEMIC Series 2007-01-REMIC Pass--Lender Through Cartificates Series 2007-01 Vice Presid on Journal Clark's Office

LOAN MODIFICATION AGREEMENT BANKRUPTCY DISCLOSURE ADDENDUM

**CHAPTER 7 DISCHARGED BANKRUPTCY**