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Karen A. Yarbrough
Cook County Clerk
Date: 02/08/2021 01:34 PM Pg: 1 of 9

This Document Prepared By:
STEPHANIE H. AVEN
CITIZENS BANK, N.A.
MAIL STOP VAM182
10561 TELEGRAPH ROAD
GLEN ALLEN, VA 23059
(804) 627-4011

When Recorded Mail To:
CITIZENS BANK, N.A.
P.O. BOX 42111
PROVIDENCE, RI 02940

Tax/Parcel #: 07-22-402-045-1292

[Space Above This Line for Recording Data] _____
Original Principal Amount: \$122,000.00 **Investor Loan No.: 8000111305**
Unpaid Principal Amount: \$121,846.78 **Loan No: ****1305**
New Principal Amount \$124,979.59
New Money (Cap): \$3,132.81

MODIFICATION AGREEMENT (MORTGAGE) **(Providing for Fixed Interest Rate)**

This MODIFICATION AGREEMENT ("Agreement") is made this **16TH** day of **DECEMBER, 2020**, between **SVETLOZAR BEBENOV, NINA ATANASOVA HUSBAND AND WIFE** ("Borrower") whose address is **69 MARGARET COURT, SCHAUMBURG, ILLINOIS 60193** and **CITIZENS BANK, N.A. F/K/A RBS CITIZENS, N.A.** ("Lender"), whose address is **10561 TELEGRAPH ROAD, GLEN ALLEN, VA 23059**. In this Agreement the words "I," "me" and "my" mean each person, individually and jointly, who signs this Agreement as Borrower."

WHEREAS, you have entered into a Home Equity Line of Credit Agreement ("Line of Credit Agreement") with **CITIZENS BANK, N.A. F/K/A RBS CITIZENS, N.A.** dated **SEPTEMBER 12, 2010**, which is secured by a Mortgage, Deed of Trust, or Security Deed of the same date and recorded on **OCTOBER 12, 2010** in **INSTRUMENT NO. 1028510002** of the **OFFICIAL** Records of **COOK COUNTY, ILLINOIS** (the "Security Instrument"), covering real and personal property described in the Security Instrument and located at

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69 MARGARET COURT, SCHAUMBURG, ILLINOIS 60193 (the "Property"), which Line of Credit Agreement and Security Instrument may have been amended (collectively, the "Loan Documents");

WHEREAS, Lender is the successor in interest to Citizens Bank, N.A.;

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

WHEREAS, I desire that Lender provide for the repayment of the unpaid principal balance of the Loan Documents over a revised loan term; and

WHEREAS, I desire no longer to be able to obtain credit advances under the Line of Credit Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Line of Credit Agreement or Security Instrument).

1. I represent that since **OCTOBER 14, 2020** I have not obtained any credit advances under the Line of Credit Agreement. Further, I understand and agree that I will no longer be able to obtain credit advances under the Line of Credit Agreement and will begin to repay the unpaid principal balance over a **40** year period. The maturity date of the Loan Documents is **December 1, 2060** (the "Maturity Date").
2. As of the date of this Agreement the amount payable under the Loan Documents is U.S. **\$124,979.59** (this amount is called "Principal"), consisting of the unpaid amount(s) loaned to me by Lender plus any interest and other amounts capitalized. I promise to pay the Principal, plus interest, to the order of Lender.
3. Interest will be charged on the unpaid principal balance from **DECEMBER 1, 2020** until the full amount of the Principal has been paid. I will pay interest at a yearly rate of **4.0000%**.
4. I promise to make monthly payments of principal and interest of U.S. **\$522.34**, beginning on **JANUARY 1, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. The yearly rate of **4.0000%** will remain in effect until principal and interest are paid in full. If, on the Maturity Date, I still owe amounts under the Loan Documents, as amended by this Agreement, I will pay these amounts in full on the Maturity Date. I will make my monthly payments at P.O. Box 42111, Providence RI, 02940-2111 or at a different place if required by Lender.
5. Monthly Payments for Taxes and Insurance.
 - (a) Borrower's Obligations. If there is no mortgage, deed of trust, or other security instrument with a lien which has priority over the Security Instrument, I will pay to Lender all amounts necessary to pay for taxes, assessments, water charges, sewer rents and other similar charges, ground leasehold payments or rents (if any), hazard or property insurance covering the Property, and flood insurance (if any). If (1) I am not required under any transaction evidenced by a mortgage, deed of trust, or other security instrument with a lien which has priority over the Security Instrument to make such payments to the lienholder secured by such instrument, and (2) I fail to make such tax, assessment, leasehold, rent or insurance payments in a timely manner, as agreed under the Security Instrument, Lender may unilaterally require me, upon notice, to be obligated to pay to Lender all amounts required under this section.

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Each monthly payment will include an amount to be applied toward payment of the following items which are called "Escrow Items:"

- The taxes, assessments, water charges, sewer rents and other similar charges, on the Property which under applicable law may be superior to the Security Instrument as a Lien on the Property. Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "Lien";
- The leasehold payments or ground rents on the Property (if any);
- The premium for any and all insurance required by Lender; and
- If required by Lender, the amount for any Community Association Dues, Fees, and Assessments.

After signing this Agreement, or at such time as provided above, Lender may include these amounts as Escrow Items. The monthly payment I will make for Escrow Items will be based on Lender's estimate of the annual amount required. I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless applicable law requires otherwise. I will make these payments on the same day that my monthly payments of principal and interest are due under this Agreement.

The amounts that I pay to Lender for Escrow Items under this section will be called "Escrow Funds." I will pay Lender the Escrow Funds for Escrow Items unless Lender waives my obligation to pay the Escrow Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Escrow Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, I will pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Escrow Funds has been waived by Lender and, if Lender requires, will promptly send to Lender receipts showing such payment within such time period as Lender may require. I promise and agree to make such payments and to provide receipts. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may pay that amount and I will then be obligated to repay to Lender. Lender may revoke the waiver as to any or all Escrow Items at any time by sending me a notice and, upon the revocation, I will pay to Lender all Escrow Funds, and in amounts, that are then required under this section.

I promise to promptly send to Lender any notices that I receive of Escrow Item amounts to be paid. Lender will estimate from time to time the amount of Escrow Funds I will have to pay by using existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless applicable law requires Lender to use another method for determining the amount I am to pay.

Lender may, at any time, collect and hold Escrow Funds in an amount sufficient to permit Lender to apply the Escrow Funds at the time specified under the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), ("RESPA"). Applicable law puts limits on the total amount of Escrow Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a lender could require under RESPA. If there is another applicable law that imposes a lower limit on the total amount of Escrow Funds Lender can collect and hold, Lender will be limited to the lower amount.

- (b) **Lender's Obligations.** Lender will keep the Escrow Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentality, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Escrow Funds. Lender will use the Escrow Funds to pay the Escrow Items no later than the time allowed under RESPA or

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other applicable law. Lender will give to me, without charge, an annual accounting of the Escrow Funds. That accounting will show all additions to and deductions from the Escrow Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Escrow Funds, for using the Escrow Funds to pay Escrow Items, for making a yearly analysis of my payment of Escrow Funds or for receiving, or for verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Escrow Funds and if applicable law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Escrow Funds unless either (1) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (2) applicable law requires Lender to pay interest on the Escrow Funds.

- (c) Adjustments to the Escrow Funds. Under applicable law, there is a limit on the amount of Escrow Funds Lender may hold. If the amount of Escrow Funds held by Lender exceeds this limit, then there will be an excess amount and RESPA requires Lender to account to me in a special manner for the excess amount of Escrow Funds.

If, at any time, Lender has not received enough Escrow Funds to make the payments of Escrow Items when the payments are due, Lender may tell me in writing that an additional amount is necessary. I will pay to Lender whatever additional amount is necessary to pay the Escrow Items when the payments are due, but the number of payments will not be more than 12.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Escrow Funds that are then being held by Lender.

6. I agree to comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of the Loan Documents, including without limitation, my covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that I am obligated to make under the Loan Documents.
7. I understand and agree that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the making of the payments under this Agreement.
- (b) All covenants, agreements, stipulations, terms and conditions in the Loan Documents shall be and remain in full force and effect, except as modified by this Agreement. None of my obligations or liabilities under the Loan Documents shall be diminished or released by any provision of this Agreement, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights or remedies under the Loan Documents, whether such rights or remedies arise under the terms of the Loan Documents or by operation of law. Also, Lender expressly reserve 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 Loan Documents.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction, novation or release in whole or in part of the Line of Credit Agreement or Security Instrument.

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- (d) I agree 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 my heirs, executors, administrators, and assigns.
- (e) If I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the note and mortgage, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement. If I was so discharged, nothing in this Agreement shall be construed to be an attempt to collect against me personally or an attempt to revive personal liability

Property of Cook County Clerk's Office

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In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: SVETLOZAR BEBENOV

12-23-2020

Date

Nina
Borrower: NINA ATANASOVA

12-23-2020

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of Will

23 DEC 2020

This instrument was acknowledged before me on _____ (date) by

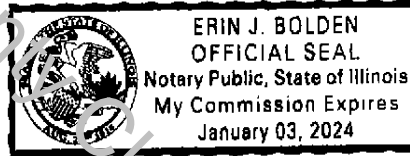
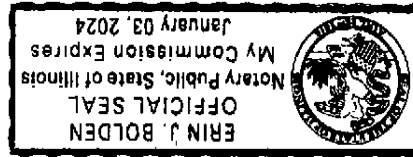
SVETLOZAR BEBENOV, NINA ATANASOVA (name/s of person/s acknowledged).

[Signature]
Notary Public

(Seal)

Printed Name: Erin J. Bolden

My Commission expires: 01-03-2021



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In Witness Whereof, the Lender has executed this Agreement.

CITIZENS BANK, N.A. F/K/A RBS CITIZENS, N.A.

By *Joy Bouser* Joy L. Bouser 1/7/2024
 (print name) Date
 (title) Officer
 _____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

State of Virginia
 County of Henrico

This foregoing instrument was acknowledged before me on
January 7, 2024 by Joy Bouser, the
Officer of CITIZENS BANK, N.A. F/K/A RBS CITIZENS, N.A., a
 company, on behalf of the company

Morgan Hall
 Notary Public



Printed Name: Morgan Hall
 My commission expires: 09/30/2024



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EXHIBIT A

BORROWER(S): SVETLOZAR BEBENOV, NINA ATANASOVA HUSBAND AND WIFE

LOAN NUMBER: 8000111305

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF SCHAUMBURG, COUNTY OF COOK, STATE OF ILLINOIS, and described as follows:

UNIT NO. 1-10-38-R-3-2 TOGETHER WITH A PERPETUAL AND EXCLUSIVE EASEMENT IN AND TO GARAGE UNIT NO. G1-10-38-R-D-2 AS DELINEATED ON A PLAT OF SURVEY OF A PARCEL OF LAND BEING A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL") WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1977 AND KNOWN AS TRUST NUMBER 22502; RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, MARCH 30, 1978 AS DOCUMENT NO. 24353272, TOGETHER WITH A PERCENTAGE OF COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGES SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDINGS OF SUCH AMENDED DECLARATIONS AS THOUGH CONVEYED HEREBY, TRUSTEE ALSO HEREBY GRANTS TO GRANTEE AND GRANTEE'S SUCCESSORS, WE ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AS AMENDED AND TRUSTEE RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

ALSO KNOWN AS: 69 MARGARET COURT, SCHAUMBURG, ILLINOIS 60193

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Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between **CITIZENS BANK, N.A. F/K/A RBS CITIZENS, N.A.** (the "Lender") and **SVETLOZAR BEBENOV, NINA ATANASOVA HUSBAND AND WIFE** (the "Borrower") dated **DECEMBER 16, 2020** (the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. If the Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents, based on this representation, Lender agrees that Borrower will not have personal liability on the debt pursuant to this Agreement. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

Kathra Chancel
Lender Signature
By: Kathra Chancel, officer
Title:

1/7/2021
Date

[Signature]
Borrower: **SVETLOZAR BEBENOV**
Nina
Borrower: **NINA ATANASOVA**

12-23-2020
Date
12-23-2020
Date

