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Doc#. 2104233188 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 02/11/2021 03:00 PM Pg: 1 of 7

This Document Prepared By: DAVID O'BRIEN QUICKEN LOANS, LLC 635 WOODWARD AVE DETROIT, MI 48226 (888) 663-7374

When Recorded Mail To: FIRST AMERICAN TITLE CO. 3 FIRST AMERICAN WAY SANTA ANA, CA 92707-9991

Tax/Parcel #: 30-20-111-054-0000

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 Original Principal Amount: \$85,424.00
 FHAVA Case No.: 137-778537 8 703

 Unpaid Principal Amount: \$56,527.93
 Loan No.: 3329418039

New Principal Amount: \$74,392.80 Capitalization Amount: \$17,864.87

### LOAN MODIFICATION AGREEMENT (MORTGA CE)

This Loan Modification Agreement ("Agreement"), made this 13TH day of NOVEMPER, 2020, between LORA L. WATTS, A SINGLE WOMAN ("Borrower"), whose address is 1900 WEST 75TH, WOODRIDGE, IL 60517 and QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC. ("Lender"), whose address is 635 WOODWARD AVE, DETROIT, M1 48226, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated AUGUST 29, 2014 and recorded on SEPTEMBER 24, 2014 in INSTRUMENT NO. 1426701080, of the OFFICIAL Records of COOK COUNTY, 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

#### 1363 BURNHAM AVE, CALUMET CITY, ILLINOIS 60409

(Property Address)

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the real property described being set forth as follows:

### SEE EXHIBIT "A" ATTACHED HERE TO AND MADE A PART HEREOF:

#### SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

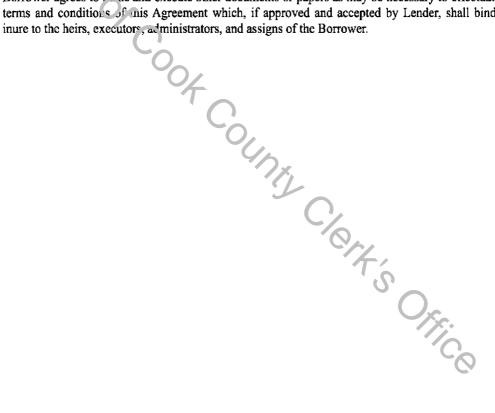
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (potwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of, DECEMBER 1, 2020 the amount payable under the Note and the Security Instrument (the "Umpaid Principal Balance") is U.S. \$74,392.80, consisting of the amount(s) loaned to Borrower by Lender, rive capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. \$17,834.87.
- 2. Borrower promises to pey 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 2.7500%, from DECEMBER 1, 2020. Borrower promises to make monthly payments of principal and interest of U.S. \$ 303.70, 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. The yearly rate of 2.7500% will remain in effect until principal and interest are paid in full. If on DECEMBER 1, 2050 (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 Lelivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Econower 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 proments 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

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- (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. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal hability for the underlying debt.
- Noming 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, Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of mis Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.



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In Witness Whereof, I have executed this Agreement.
Borrower: LIORA L. WATTS Date 202
[Space Below This Line for Acknowledgments]
BORROWER ACKNOWLEDGMENT State of ILLINOIS
Country ofCob K'
This instrument was acknowledged before me on <u>January</u> 2, <u>2021</u> (date) by
LORA L. WAT'S (name/s of person/s acknowledged).
Debryah C. Walker Notary Public
(Seal) Printed Name: Deborah A. Walker
My Commission expires: $3-15-2021$
My Commission expires:  3-15-203  "OFFICIAL SEAL"  DEBORAH A. WALKER  NOTARY PUBLIC, STATE OF ILLINOIS  My Commission Expires 03/15/2021
T'S OFFE

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In Witness Whereof, the Lender has executed this Agreement.

QUICKEN LOANS LLC F/K/A QUICKEN LOANS INC. BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS ITS ATTORNEY-IN-FACT

Landy Kloix 1/7/21
By SANDY KLEIN (print name) Date VICE ORESIDENT (title)
[Space Below This Line for Acknowledgments]
LENDER ACKNOWLEDGMENT
STATE OF CALIFORNIA
COUNTY OF ORANGE
The foregoing instrument was acknow'ed jed before me this 7th Janvary, 2021
by SANDY KLEIN ON VICE PRESIDENT OF QUICKEN LOANS
LLC F/K/A QUICKEN LOANS INC. BY FIPST AMERICAN TITLE INSURANCE COMPANY, AS
ITS ATTORNEY-IN-FACT, a company, on behair of said company.
XXXXX
Notary Public ROLIN D. MAISMITH
Printed Name: ROBIN B. NAISULTH  My commission expires: 6/30/2024  Notary Public California Orange C unty Commission # 272 14 18 My Comm. Expires Jun 50, 2021
Drafted By: QUICKEN LOANS, LLC 635 WOODWARD AVE

**DETROIT, MI 48226** 

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#### **EXHIBIT A**

BORROWER(S): LORA L. WATTS, A SINGLE WOMAN

LOAN NUMBER: 3329418039

LEGAL DESCRIPTION:

The rand referred to in this document is situated in the CITY OF CALUMET CITY, COUNTY OF COOK, STATE OF IL, and described as follows:

LOTS 6 AND 7, N. OCK 1, IN FOREST RIDGE ADDITION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 15, FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 1363 BURN HAM AVE, CALUMET CITY, ILLINOIS 60409

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### Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC. (the "Lender") and LORA L. WATTS, A SINGLE WOMAN (the "Borrower") dated NOVEMBER 13, 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

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interes 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 his harged in bankruptcy.

Lender Sign

By: Title:

My Clort's Office