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Doc#. 2107434487 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 03/15/2021 04:16 PM Pg: 1 of 11

IL SMS No 579917096 MOD

This document 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: 1/1/2020

FHA Case No: **137-2770500**

Original Mortgagor: **DENISE BUTLER**

Address: **8231 S KIMBARK AVENUE, Chicago, IL, 60619 (Cook County)**

Original Mortgagee: **Americorp Mortgage Funding Inc**

Present Holder of the Note and Lien: **NewRez LLC d/b/a Shellpoint Mortgage Servicing (POA recorded in Greenville county, SC 6/14/2019 as Instr #: 2019044472, Bk: DE2568, Pg: 2162).**

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: **\$105,560.00**

Current Unpaid Balance: **\$80,193.26**

New Money (Intangible Amount): **\$19,537.78**

New Unpaid Balance: **\$99,731.04**

Original Mortgage Recorded on **12/23/2003**, Instrument #: **0335701314**, Book: **N/A**, Page: **N/A**

Parcel #: **20-35-226-009-0000**

Legal Description: **See attached Exhibit A**

NewRez LLC D/B/A Shellpoint Mortgage Servicing serving as Attorney-in-fact for Ditech Financial LLC Recorded in Greenville County, SC 6/14/2019 as Instr# 2019044472, BK DE2568, PG 2162

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Investor Account # 0100892723

Record and Return to:
Ditech Financial LLC
Attention: Loss Mitigation
2100 E Elliot Rd, Building 94
Mailstop T-214
Tempe, AZ 85284

This document was prepared by
Marisela Dunkerson
2100 E Elliot Rd #94
Tempe, AZ 85284

_____[Space above This Line for Recording Data]_____

HOME AFFORDABLE MODIFICATION AGREEMENT
(Step Two of Two-Step Documentation Process)

Borrower ("I")¹: Denise Butler, an unmarried woman

Lender ("Lender"): Ditech Financial LLC

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): 12/05/2003

Account Number: 0002437291; Recorded on 12/23/2003 in Instrument No. 0335701314

Original UPB \$105,560.00 new modified amount \$99,731.04 unpaid principal balance \$80,193.26 new money \$19,537.78

Property Address [and Legal Description if recordation is necessary] ("Property"):

8231 S Kimbark Avenue, Chicago, IL, 60619

See Exhibit "A" attached hereto and incorporated herein as if fully set out

THIS INFORMATIONAL NOTICE IS NOT AN ATTEMPT TO COLLECT A DEBT. IF YOU ARE CURRENTLY IN BANKRUPTCY OR YOUR ACCOUNT WAS DISCHARGED IN BANKRUPTCY WITHOUT A REAFFIRMATION, THE SERVICER IS NOT ATTEMPTING TO COLLECT OR RECOVER THE DEBT AS YOUR PERSONAL LIABILITY.

This Account Modification Agreement ("Agreement"), made 01/01, 2020, between Denise Butler ("Borrower") and Ditech ("Lender"), amends and supplements 1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 12/05/2003 and recorded in Book or Liber NA, at page(s) NA, and/or Document # 0335701314 of the Official Records of Cook County, IL 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 Property Address ("Property"):

8231 S Kimbark Avenue, Chicago, IL, 60619

the real property described in the above-referenced Security Instrument.

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document, words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

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If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Account Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Account Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender and agree:
 - A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Account Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
 - B. I live in the Property as my principal residence, and the Property has not been condemned;
 - C. There has been no change in the ownership of the Property since I signed the Account Documents;
 - D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification program ("Program");
 - E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
 - F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
 - G. I have made or will make all payments required under a Trial Period Plan or Account Workout Plan.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:
 - A. TIME IS OF THE ESSENCE under this Agreement;
 - B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Account Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Account Documents; and
 - C. I understand that the Account Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Account Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Account Documents will automatically become modified on 01/01/2020 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a workout plan or trial period plan, this modification will not take effect. The first modified payment will be due on 02/01/2020.
 - A. The new Maturity Date will be: 01/01/2050.

 - B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow

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advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Account and any amount. The new principal balance of my Note will be \$99,731.04 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.

The amount of \$19,323.34 (the "Subordinate Note Amount") will be included in a separate Subordinate Note (the "Note") and I will be required to pay the Subordinate Note Amount pursuant to the terms of the Subordinate Note. The Subordinate Note may include, but is not limited to, past due interest, taxes, insurance and any advances on my Account, in the amount of \$19,323.34 and I will not pay interest or make monthly payments on this amount. The amount due under the Subordinate Note will be due at the date stated in the Subordinate Note.

- C. Interest at the rate of 3.75% will begin to accrue on the Principal Balance as of 01/01/2020 and the first new monthly payment on the Principal Balance will be due on 02/01/2020. My payment schedule for the modified Account 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 -30	3.75%	01/01/2020	\$461.87	\$412.89, may adjust periodically	\$874.76, may adjust periodically	02/01/2020	360

*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 Account 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 Account, 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 Account will be the minimum payment that will be due each month for the remaining term of the Account. My modified Account will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Account Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Account Documents, then in the event of default under the Account Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the amount owed under the Subordinate Note and any other amounts still owed under the Account Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Principal Balance, or (iii) the Maturity Date of this Note and the maturity date of the Subordinate Note.
- G. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Balance before applying such partial prepayment to other amounts due.

4. Additional Agreements. I agree to the following:

FHA HAMP Agreement, 06/08/2015

LTR-693

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- A. That all persons who signed the Account Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Account Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Account Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Account.
- D. **Funds for Escrow Items.** I will pay to Lender on the day payments are due under the Account Documents as amended by this Agreement, until the Account is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Account Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Account Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Account Documents, as the phrase "covenant and agreement" is used in the Account Documents. 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 exercise its rights under the Account Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Account Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

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If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Account Documents, Lender shall promptly refund to me any Funds held by Lender.

- E. That the Account Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Account Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Account Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Account Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Account Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Account, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Account. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Account is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Account Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification program.

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- L. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Modification Agreement by Lender to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage Account(s); (d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (e) any HUD certified housing counselor.
- M. I agree that if any document related to the Account Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Account as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- N. If my Account Documents govern a home equity Account or line of credit, then I agree that as of the Modification Effective Date, I am terminating my right to borrow new funds under my home equity Account or line of credit. This means that I cannot obtain additional advances, and must make payments according to this Agreement. (Lender may have previously terminated or suspended my right to obtain additional advances under my home equity Account or line of credit, and if so, I confirm and acknowledge that no additional advances may be obtained.)

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In Witness Whereof, the Lender and I have executed this Agreement.

~~Joel's Aust~~
Ditech Financial LLC

~~Denise Butler~~
Denise Butler Customer

~~July 10, 2020~~
Date

By:

Name: ~~Tochivas R Austin~~

Title: ~~Supervisor~~

NMLS Unique ID Number:

~~8/2/20~~
Date

~~Denise Butler~~
Mattie Smith Customer

~~July 10, 2020~~
Date

~~Power of Attorney for Mattie Smith~~

See attached lender
ack

[Space below This Line for Acknowledgement]

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State of: Illinois

County of: DuPage

I, Gerald Rutta, a Notary Public in
and for said county and state do hereby certify that
Denise Butler, Mattie Smith

personally known to me to be the same person(s) whose name(s) subscribed to the
foregoing instrument appeared before me this day in person, and acknowledged that
he/she/they signed and delivered the said instrument as his/her/their free and voluntary
act, for the uses and purposes herein set forth.

Given under my hand and official seal, this the 10th day of July, 2020

My Commission Expires: 6/23/2022
Gerald Rutta
Notary Public



Deputy Cook County Clerk's Office

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Space Below this Line for Corporate Acknowledgement

NewRez LLC d/b/a Shellpoint Mortgage Servicing

Authorized Signer (Lender) Michael Lewis (Seal)

Printed Name/Title Michael Lewis / Supervisor

Signed, acknowledged and delivered in the presence of:

Witness _____ (Seal)

Witness _____ (Seal)

State of Texas

County of Harris

I certify Michael Lewis personally appeared before me this 24th day of February, 2021 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 24th day of February, 2021.

Notary Signature Michele Jolivet (Seal)

Witness _____ (Seal)

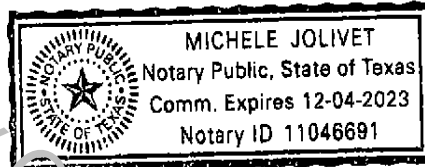
Typed/Printed Name: Michele Jolivet

(Official Seal)

Notary Public, State of: Texas

(VA Notaries) Reg. No.: 11046691

My Commission Expires: 12/04/2023



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Loan # 579917096

Exhibit "A"

All of Lot 11 and North 10 feet of Lot 12 in E. B. Shogren and Company's Second Addition to Avalon Park, being a Re-Subdivision of Lots 1 to 46 in Block 7 in Pierce's Park, a Subdivision of Southwest Quarter of the Northeast Quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian.

Parcel Number: 20-35-226-009-0000

Address: 8231 South Kimbark Avenue, Chicago, IL 60619

Property of Cook County Clerk's Office