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Karen A. Yarbrough  
Cook County Clerk  
Date: 04/02/2021 03:55 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 #: 31-35-410-009-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$77,838.00

FHA/VA Case No.: 137-929215 0 703

Unpaid Principal Amount: \$74,357.52

Loan No: 3390534968

New Principal Amount: \$77,650.18

Capitalization Amount: \$3,292.66

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **26TH** day of **FEBRUARY, 2021**, between **KAREN MILLER, A SINGLE WOMAN** ("Borrower"), whose address is **PO BOX 471, PARK FOREST, IL 60466** and **QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC.** ("Lender"), whose address is **635 WOODWARD AVE, DETROIT, MI 48226**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **NOVEMBER 15, 2017** and recorded on **NOVEMBER 21, 2017** in **INSTRUMENT NO. 1732549057**, 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

**321 SIOUX ST, PARK FOREST, ILLINOIS 60466**  
(Property Address)

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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):

1. As of, **MARCH 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$77,650.18**, consisting of the amount(s) loaned to Borrower by Lender, plus 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. **\$3,292.60**.
2. Borrower promises to pay 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 **MARCH 1, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **317.00**, beginning on the **1ST** day of **APRIL, 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 **MARCH 1, 2051** (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 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, Borrower's covenants and agreement 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

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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 liability for the underlying debt.**
6. 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. 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.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

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In Witness Whereof, I have executed this Agreement.

Karen Miller  
Borrower: **KAREN MILLER**

3/10/21  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**BORROWER ACKNOWLEDGMENT**

State of **ILLINOIS**

County of Cook

This instrument was acknowledged before me on March 10, 2021 (date) by

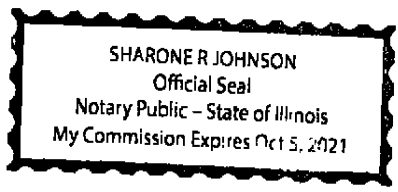
**KAREN MILLER** (name/s of person/s acknowledged).

Sharon Johnson  
Notary Public

(Seal)

Printed Name: Sharon R Johnson

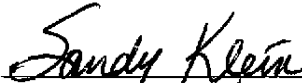
My Commission expires:  
10-5-21



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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**

  
 By SANDY KLEIN (print name) 3-17-21 Date  
VICE PRESIDENT (title)

\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

STATE OF CALIFORNIA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3-17-2021  
 by SANDY KLEIN the VP of QUICKEN LOANS  
 LLC F/K/A QUICKEN LOANS INC. BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS  
 ITS ATTORNEY-IN-FACT, a company, on behalf of said company.

  
 Notary Public



Printed Name: Kelly Ray  
 My commission expires: 2/27/2025

**Drafted By:**  
**QUICKEN LOANS, LLC**  
**635 WOODWARD AVE**  
**DETROIT, MI 48226**

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## EXHIBIT A

**BORROWER(S): KAREN MILLER, A SINGLE WOMAN**

**LOAN NUMBER: 3390534968**

**LEGAL DESCRIPTION:**

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

LOT 25 IN BLOCK 79 IN THE VILLAGE OF PARK FOREST AREA NO. 8, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON SEPTEMBER 30, 1953, AS DOCUMENT 15733496, IN COOK COUNTY, ILLINOIS.

**ALSO KNOWN AS: 321 SIOUX ST, PARK FOREST, ILLINOIS 60466**

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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 **KAREN MILLER, A SINGLE WOMAN** (the "Borrower") dated **FEBRUARY 26, 2021** (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.

Sandy Klein  
Lender Signature

3-17-21  
Date

By: SANDY KLEN  
Title: VICE PRESIDENT

Karen Miller  
Borrower: **KAREN MILLER**

3/10/21  
Date