

Investor Loan # 0000738382

This document was prepared by: Sabrina Rucker NMLS ID: 563849 The Huntington National Bank 5555 Cleveland Ave. Columbus, Ohio 43231 Doc# 2116655000 Fee \$86.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY CLERK
DATE: 06/15/2021 09:28 AM PG: 1 OF

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#### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate) HNB# 0064224397 - Investor # 0000738382

This Loan Modification Agreement ("Agreement"), made this 5th day of March 2021, between OLHA D DARMOHRA ( 'Borrower'), Huntington National Bank ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") [("Mortgagee")] [("Beneficiary")], amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") recorded on 11/08/2019, and recorded in document number 1931244074, of the Records of Cook County State of IL and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which every the real and personal property described in the Security Instrument and defined therein as the "Property", located a

Address: 125 S JEFFERSON ST UNIT 1701 CHICAGO IL 60661

the real property described being sector in as follows: EXIHIBIT A

In consideration of the mutual promise, and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary container, i.i. the Note or Security Instrument):

- 1. As of September 1, 2020, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$218,494.40, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 rike of 3.75%, from September 1, 2020. Borrower promises to make monthly payments of principal and interest of U.S. \$1,023.49, beginning on the 1st day of October 2020, and continuing thereafter on the same day of consucceeding month until principal and interest are paid in full. The yearly rate of 3.75% will remain in effect until principal and interest are paid in full. If on 01/01/2050 (the "Maturity Date"), Borrower still owes an oun's under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these and interest 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 potice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within y at a 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 Aurther 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 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; and
  - (b) all terms and provisions of any adjustable rate rider, 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.

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- (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 and 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 Lender.
- (e) Borrower agrees 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 the heirs, executors, administrators, and assigns of the Borrower.
- (f) "MF.K.3" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting to lely as nominee for Lender and Lender's successors and assigns. MERS is the [Mortgage of [Beneficiary]] of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- Borrower authorizer Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income. (v) payment history, (vi) account balances and activity, including information about any mod fication or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's log. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contrefet by text messaging □.

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| The Huntington National Bank  | 00.   |
|---|---|
| -Lender (Seal)  | O.5. 03 317 202 Date  |
| By: Sabrina L. Ruck - See President, Date  4/1/2/   | . (Scal) Borrower Date  |
| Mortgage Electronic Registra io 1 Systems, Inc.<br>Nominee for Lender-Assistant Secretary: Sabrina L. Rud   | eker, VP  |
| country of Lake ss:   | efore me this 31 day of March . 2021 by   |
| OLHA D DARMOHRAY who is personally known to r   |   |
| identification.   | us who has produced us  |
| My commission expires: 228/2023   | Tell x  |
| Public (Seal)  RABIA AHMED Official Seal Notary Public - State of Illinois My Commission Expires Feb 28, 2023   | -Notary   |
| STATE OF OHIO   |   |
| COUNTY OF FRANKLIN, SS:   | O <sub>C</sub>  |
| The foregoing instrument was acknowledged b   | efore me this 7 day of (Nosel, 2021, by   |
| Sabrina Rucker, Vice-President of The Huntington Nat association and as Assistant Secretary of Mortgage Electric behalf of the corporation. He She is personally known to | ional Bank, a national banking a sociation, on behalf of the tronic Registration Systems, Inc., a Γ clavare corporation, or o me or has produceds identification. |
| My commission expires:  | LINDAL NEFF LINDA & Jeff-Notary   |
| Public (Seal) Nota My Comm  | ry Public, State of Ohio<br>Expires December 28, 2023   |
| [Space Below This I   | ine For Acknowledgments]  |

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### **EXHIBIT "A" Property Description**

**Closing Date:** 

October 31, 2019

Borrower(s):

Olha D. Darmohray and Andrii Sokolovych

Property Address: 125 South Jefferson Street, 1701, Chicago, IL 60661

PROPERTY DESCRIPTION:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS TO WIT:

### PARCEL 1:

UNIT 1701, TOGETHER WITH THE FXCLUSIVE RIGHT TO THE USE OF THE LIMITED COMMON ELEMENT KNOWN AS STORAGE SPACE 158, IN PARK ALEXANDRIA CONDOMINIUM, AS DELINEATED ON THE SURVEY OF PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ULINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLAR A PLON OF CONDOMINIUM RECORDED SEPTEMBER 26, 2003 AS DOCUMENT NO. 0326832169, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

#### PARCEL 2:

NON-EXCLUSIVE EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL 1 FOR SUPPORT, COMMON WALLS, CEILINGS AND FLOORS, EQUIPMENT AND UTILITIES. AS CONTAINED IN THE DECLARATION OF EASEMENTS, RESERVATIONS. COVENANTS AND RESTRICTIONS FOR THE CONDOMINIUM PARCEL, PACORDED SEPTEMBER 25, 2003 AS DOCUMENT 0326832188.

PIN: 17-16-107-037-1107

PROPERTY DESCRIPTION File No.: 2019-7351 Page 1 of 1