Doc#. 2120245001 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 07/21/2021 09:04 AM Pg: 1 of 7

After recording please mail to: ServiceLink Attn: Loan Modification Solutions 3220 El Camino Real Irvine, CA 92602

This instrument was prepared by: PennyMac Lean Services, LLC 6101 Condor Drive, Suite 200 Moorpark, CA 93021

Permanent Index Number: 65-15-202-012-0000

Space Above This Line For Recording Data]-

210301114 Loan no.: 8-176747

Investor Case No. 137-7286356

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 25th day of May, 2021, between ZAHID MIRZA ("Borrower"), PennyMac Loan Services, LLC ("Lender"), amer ds and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated May 17, 2013 and in the amount of \$212,657.00 and recorded on June 5, 2013 in Book, Volume, or Liber No. , 2! Page (or as Instrument No. 1315604100), of the Official Records of COOK,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:

9339 NORTH PARKSIDE DRIVE, DES PLAINES, IL 60016

[Property Address]

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):

Loan Modification Agreement—Single Family—Fannic Mae Uniform Instrument

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- 1. As of **July 1, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$187,343.96, 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 rate of 3.250%, from June 1, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$815.33, beginning on the 1st day of July, 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.250% will remain in effect until principal and interest are paid in full. If on June 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. Por ower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and the Security Instrument by the earliest of: (i) the date Borrower sells or transfer on interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- 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
 - 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.
 - All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein nodified, 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.

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- 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 that they 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 Agreement if an error is detected after execution of this Agreement. Borrower understands that either a corrected Agreement or a letter agreement containing the correction will be provided for signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If Borrower elects not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement.
- Bo rover authorizes 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 modification 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 loan. For runposes 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, guaranteer, 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 contected by text messaging .

- g) That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mor gage insurance may change as a result of the New Principal Balance.
- 6. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing the Loan Modification Agreement, and (ii) the Modification Elective 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 Loan Documents if I fail to meet any one of the requirements under this Agreement.
- 7. 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 Agreement if an error is detected after execution of this Agreement. I understand that either a

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument

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corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan 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.

| Zahul Main | Date: 06 /16/21 |
|---|---|
| Borrower - ZAHID MIZZA | |
| AC | KNOWLEDGMENT |
| State of <u>LCOOK</u> County of <u>COOK</u> | § § § |
| The foregoing instrument was acknow ZAHID MIRZA. | ledged before me this 616 2021 by |
| | Vlaipelan |
| MAY BETRUS Official Seal Notary Public – State of Illinois My Commission Expires Dec 15, 2021 | Signature of Person Taking Acknowledgment Print d Name Print d Name |
| | Title or Rank |
| (Seal) | Serial Number, if any: |
| | Serial Number, if any: |
| | |
| | |
| | Ca |



| ACCEPTED AND AGREED TO BY THE OWNE | ER AND HOLDER OF SAID NOTE |
|--|---|
| Xv. | -(S éal) Lender |
| Karen Denton First Vice President | |
| JUN 2 5 2021 | |
| Date of Lender's Signature ACK | NOWLEDGMENT |
| | is certificate verifies only the identity of the individual who is attached, and not the truthfulness, accuracy, or validity of |
| State of | $\mathcal{H}_{\mathbf{C}_{M_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{T_{AC_{H_{A}}}}}}}}}}}}$ |
| personally appeared be the person whose name is subscribed to the with | mefore me,, Notary Public, who proved to me on the basis of satisfactory evidence to hin instrument, and acknowledged to me that he/she executed the se corporation, and that by his/her signature on the instrument the |
| I certify under PENALTY OF PERJUR paragraph is true and correct. | Y under the laws of the State of California that the foregoing |
| WITNESS my hand and official seal. | |
| | Notary Public |
| | Printed Name |
| (Seal) | My Commission Expires: |
| | |

Loan Modification Agreement-Single Family-Fannie Mae Uniform Instrument

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ACKNOWLEDGMENT

| AOMONEEDOMEN | |
|---|--|
| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. | |
| State of California County of Ventura | |
| On 06/25/2021 before me, Candace Cardona, Notary Public | |
| (insert name and title of the officer) personally appeared Karen Denton | |
| who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. | |
| I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. | |
| WITNESS my hand and official seal. CANDACE CARDONA Notery Public - California Venture County Compiler County | |
| Commission # 2350424 | |

(Seal)

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EXHIBIT A

BORROWER(S): ZAHID MIRZA

LOAN NUMBER: 8-176747

LEGAL DESCRIPTION:

STATE OF L'LINOIS, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:

LOT 10 IN BLOCK 3 IN WILLIAM ALTER SUBDIVISION OF THE SOUTH 25 ACRES (EXCEPT THAT PART THEREOF 7 ANEN FOR WESTERN AVENUE) AS PER DOCUMENT 12269286 OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PP.13 CIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 63-15-202-012-0000

ALSO KNOWN AS: 9339 NORTH LARVEIDE DRIVE, DES PLAINES, IL 60016

