Doc#. 2120801116 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 07/27/2021 06:43 AM Pg: 1 of 10

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

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

Permanent Index Numbe : 29-31-101-007-0000

-[Space Above This Line For Recording Data]-

210315556 LOAN NO.: 8-11623788

MIN: 100032412170114000

Investor Case No. 137-8992444

Investor Loan No: 0219330264

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 9th day of June, 2021, between SAMANTHA RILEY ("Borrower"), PennyMac Loan Services, LLC ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated March 20, 2017 and in the amount of \$189,994.00 and recorded on April 12, 2017 in Book, Volume, or Liber No.

1710229032), 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:

2239 175TH STREET, HOMEWOOD, IL 60430

[Property Address]

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
Page 1 of 8

1083911, 05/19



2120801116 Page: 2 of 10

UNOFFICIAL COPY

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 July 1, 2021, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$185,318.91, 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. \$806.52, 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. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrowe, is not a natural person and a beneficial interest in Borrower is sold or transferred) without I ender'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 o her covenants, agreements, and requirements of the Security Instrument, including without limitation. Porrower's covenants and agreements to make all payments of taxes, insurance premiums, asceroments, 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, mult 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 adjusting in the rate of interest payable under the Note; and
 - all terms and provisions of any adjustable rate rider, or other historient 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.

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
Page 2 of 8

108391L 05/19



2120801116 Page: 3 of 10

UNOFFICIAL COPY

- 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 that they will execute such other documents as may be reasonably occessary 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 correction in full force and effect, such terms will not be modified by this Agreement.
- Borrower authorizes Lende; 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 see, (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 purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar antity, 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 encerning 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 contacted 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.

MERS Phone: 1-888-679-6377

2120801116 Page: 4 of 10

UNOFFICIAL COPY

Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.

- h) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the (Mortgagee) 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.
- 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 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 Loan Documents if I fail to meet any one of the requirements under this Agreement.
- 7. That' 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 corrected Ag ee nent 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.

Ounty Clark's Office Date: 06/2000

MERS Phone: 1-888-679-6377



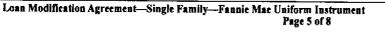
2120801116 Page: 5 of 10

UNOFFICIAL COPY

ACKNOWLEDGMENT

State of	§
County of COUR	§ § §
The foregoing instrument was acknow SAMANTHA RILEY.	wledged before me this OS 22 2001
OFFICIAL SEAL I AF ILAT YUSUFF-AKINBO NOTAF' P JBLIC - STATE OF ILLINOIS MY COMM', SS'ON EXPIRES: 12/31/23	Signature of Person Taking Acknowledgment AT LA LOUT AKINGO Printed Name Title or Rank Serial Number, if any: A COMPANY OF THE COMPANY

MERS Phone: 1-888-679-6377





ACCEPTED AND AGREED TO BY THE OWNER A PennyMac Loan Services ALC	AND HOLDER OF SAID NOTE Mortgage Electronic Registration Systems, Inc.
	\mathcal{M}
	eal) (Seal)
-Ler Tabitha Adamson	-MERS Tabitha Adamson
By:Assistant Vice President	Assistant Vice President By:
JUL 8 7 2021	Mortgage Electronic Registration System, Inc., as nominee for PennyMac Loan Services, LLC, its successors and assigns
Date of Lender's Signature	<u></u>
O _A	SEE ATTACHED
ACKNO	WLEDGMENT
A notary public or other cafficer completing this signed the document to which this certificate is a that document.	certificate verifies only the identity of the individual who attached, and not the truthfulness, accuracy, or validity of
State of	
County of §	
personally appeared	ore rie, Notary Public _, who proved to me on the basis of satisfactory evidence to
be the person whose name is subscribed to the within same in his/her authorized capacity on behalf of the co- person, or the entity upon behalf of which the person a	instrument, and acknowledged to me that he/she executed the orporation. and that by his/her signature on the instrument the cted, executed the instrument.
I certify under PENALTY OF PERJURY uparagraph is true and correct.	under the laws of the state of California that the foregoing
WITNESS my hand and official seal.	
	O _x
7	Notary Public
	Totally I dolle
ī	Printed Name
(Seal)	My Commission Expires:
MERS Phone: 1-888-679-6377	
Loan Modification Agreement—Single Family—Fannie Mae Uni	form Instrument age 6 of 8 10839IL 05/19



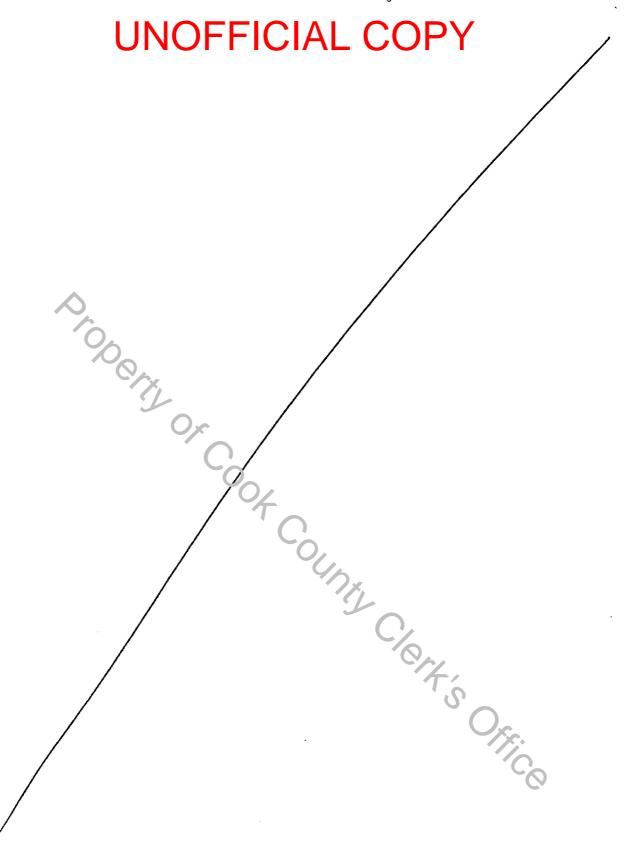
ACKNOWLEDGMENT

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.

validity of that document.	
State of California County of Ventura)
On 07/07/2020 before me,	Candace Cardona, Notary Public (insert name and title of the officer)
personally appeared	
who proved to me on the basis of satisfactory of subscribed to the within instrumer (and acknowledge)	evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same ir by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under paragraph is true and correct.	the laws of the State of California that the foregoing
WITNESS my hand and official seal.	CANDACE CARDONA Notary Public - California Ventura Courty Commission * 23B0424 ***, Comm. Expires Ma* 7, 2025
Signature	_ (Seal)

ACKNOWLEDGMENT

certificate verifies only the iden who signed the document to whattached, and not the truthfulne validity of that document.	tity of the individual nich this certificate is
State of California County of Ventura)
On 07/07/2021	before me, Wendy Powers, Notary Public
personally appearedTabitha /	(insert name and title of the officer) Adamson
who proved to me on the basis of subscribed to the within instrume his/her/their authorized capacity(person(s), or the entity upon behind	rsatisfactory evidence to be the person(s) whose name(s) is/are n'. and acknowledged to me that he/she/they executed the same es), and that by his/her/their signature(s) on the instrument the alf of which the person(s) acted, executed the instrument.
paragraph is true and correct.	RJURY under the laws of the State of California that the foregoin
WITNESS my hand and official s	WENDY POWERS Notary Public - California Ventura County Commission # 2255462
Signature MMM14	My Comm. Expires Sep 20, 2022
	O _{EEE}



MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument Page 7 of 8

10839IL 05/19



2120801116 Page: 10 of 10

UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): SAMANTHA RILEY

LOAN NUMBER: 8-11623788

LEGAL DESCRIPTION:

STATE OF ILLINOIS, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:

LOT 7 IN PLOCK 3 IN DIXMOOR, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 36, JOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE NORTH HALF OF THE NORTH HALF OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SUCTION 31, THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF DIXIE HIGHWAY PRODUCED TO A POINT WHERE SAID CENTER LINE INTERSECTS THE WESTERLY LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY'S RIGHT OF WAY, THENCE IN A SOUTHWESTERI Y DIRECTION ALONG SAID WESTERLY LINE OF SAID SECTION 31, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 1927 AS DOCUMENT 9675674, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 29-31-101-007-0000

ALSO KNOWN AS: 2239 175TH STREET, HOMEWOOD, IL 60430

