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Doc#. 2120821422 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 07/27/2021 02:29 PM Pg: 1 of 6

WHEN RECORDED RETURN TO

RICHMOND MONROE GROUP/BBLN MOD 82 JIM LINEGAR LN BRANSON WEST, MO 65737 Ref #: 000532000006003

This instrument was prepared by: Select Portfolio Servicing, Inc. 3217 S Decker Lake Dr Salt Lake City, UT 84119

\_\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_\_

FHA/VA Case No.: 137-258026 9

Investor Loan No: 5073157

# LOAN MODIFICATION & GREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 16th day of June, 2021, between THOMAS RAMIREZ III, MARRIED AND MELVA Y. RAMIREZ, MARRIED ("Borrow,") and Select Portfolio Servicing, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated July 30, 2 03, in the amount of \$188,000.00 and recorded on August 29, 2003 in Book, Volume, or Liber No.

(or as Instrument No. 0324104036), of the Official (Name of Records) Records of Cook, ILLINOIS (County and State, or other jurisdiction) 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

3811 W 68TH ST, CHICAGO, IL 60629 (Property Address)

\ 1 *\* 

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—Fannie Mac Uniform Instrument
The Compliance Source, Inc.
Page 1 of 6

Form 3179 1/01 (rev. 4/14) 237031L 10/01 Rev. 03/17 32001-2017 The Compliance Source, Inc.



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- 1. As of August 1, 2021, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$202,345.69, 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 July 1, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$880.62, beginning on the 1st day of August, 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 July 1, 2051 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by tm. A greement, Borrower will pay these amounts in full on the Maturity Date.
- 3. If all of 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 this Security Instrument.

shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must proy all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this 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 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 1 to 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 Adde idure to Note and paragraph A.I. of the Timely Payment Rewards Rider. By executing this ingreement, Borrower waives any Timely Payment Rewards rate reduction to which Parawer 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 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.

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc.
Page 2 of 6

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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.
- 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 'ces, 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.
  - necessary or required to offectuate 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.
- Borrower 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 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 local.

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 contacted by text messaging .

TAX CONSEQUENCES OF LOAN MODIFICATIONS. There may be income tax consequences related to this loan modification. Because you will be responsible for paying any income tax due as a result of this loan modification, you may wish to consult a tax advisor before accepting this loan modification.

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# **UNOFFICIAL COPY**

Thomas Reman	Date: 07 03, 202
Borrower - THOMAS RAMIREZ III	
Myley	Date: 0710312021
Borrower - MELVA Y. RAMIREZ	
AC	KNOWLEDGMENT
State of T	§
- C00K	§ §
County of	12
The foregoing instrument was acl now THOMAS RAMIREZ III AND MELVAY. RA	
OFFICIAL SEAL MARIO LOERA NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/29/22	S gnature of Person Taking Acknowledgment  May 10  Printed 1 Jarue  Title or Rank
(Seal)	Serial Number, if any:



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## **UNOFFICIAL COPY**

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE Select Portfolio Servicing, Inc.

L ,	ennifer M	. Lynch			
Be win M. Sunch Doc	ument C	ontrol Officer	JUL 1 9 2021		
	-Lender	Date of Lender's Si	gnature		
ACKNOWLEDGMENT					
State of Utah	§ §				
County of Sulf Confe	§				
On this 9, day of JUT	2021	· ·	appeared before me		
whose identity is personally known to me (or prosworn/affirmed, did say that hc/she is a and that said document was signed by him/her or (Resolution of its Board of Directors,) and said that said Corporation executed the same.	ov.on on the l Document control	Officer of S aid Corporation by Au	elect Portfolio Servicing, Inc.		
mai said Corporation executed the same.	Signa	ture of Notary Public	hus		
MALISSA WILKINS Notary Public State of Utah My Commission Fxpires on: June 15, 2024 Comm. Number: 712537	Printe	Malissa Wi	lkins		
	Resid	ing at Satt lak	e, Jah		
(Scal)	Му С	ommission Expires:	JUN 1 5 2023		

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#### **EXHIBIT A**

BORROWER(S): THOMAS RAMIREZ III, MARRIED AND MELVA Y. RAMIREZ, MARRIED

LOAN NUMBER: 0029571189

LEGAL DESCRIPTION:

STATE OF ILLING'S. COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:

LOT 4 IN BLOCK 3 IN HUNRY HOGAN'S MARQUETTE PARK ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 19-23-301-015-0000

ALSO KNOWN AS: 3811 W 68TH ST, CH C/.GO, IL 60629



