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Doc#. 2121428418 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 08/02/2021 04:15 PM Pg: 1 of 6

After recording please mail to: ServiceLink Attn: Loan Modification Solutions 3220 El Camino Real

Irvine, CA 92602

This instrument was prepared by: U.S. BANK N.A. 4801 FREDER CA ST OWENSBORG, KY 42301

Permanent Index Number: 19-32-112-055-0000

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210374350

Loan No.: 9902858764

FHA/VA Case No. 137-7737054

Investor Loan No: 0219756462

# LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this st day of July, 2021, between GERALDO RODRIGUEZ, A SINGLE MAN, AND CARY L. VILLASENOR, A SINGLE WOMAN ("Borrower"), U.S. Bank National Association ("Lender"), amends and supplements (1) the Modgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated August 28, 2014 and in the amount of \$200,35. .00 and recorded on October 6, 2014 in Book, Volume, or Liber No.

1427949111), 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:

8130 MELVINA AVENUE, BURBANK, IL 60459

[Property Address]

the real property described being set forth as follows:

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

\* 9 9 0 2 8 5 8 7 6 4 \*

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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. \$201,673.46, 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 3.125%, from July 1, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$863.92, 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 3.125% 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 this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 3. If al. 6. 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 Letter'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 explication of this period, Lender may invoke any remedies permitted by the Security Instrument without factors notice or demand on Borrower.
- 4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Ecrower'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, and void, as of the date specified in paragraph No. 1 above:
  - a) all terms and provisions of the Note and Security incrument (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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- 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.
- 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) Porrower 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.
- Borrower autho izes 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 the 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 Borrow at 1s 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 Prird 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 '.ey' messaging .

Borrower - GERALDO RODRIGUEZ

Borrower - CARY L. VILLASENOR

Date: 0//13

Date: 07 /13/2-(

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
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#### **ACKNOWLEDGMENT**

State of [1117015]	§
County of Cook	§ § §
The foregoing instrument was acknown GERALDO RODRIGUEZ AND CARY L.	owledged before me this 13th day of July 30% by VILLASENOR.
OFFICIAL SEAL MICH'LLE VENEGAS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION FOR PURES 07/31/23	Signature of Person Taking Acknowledgment  Michelle Venegas  Printed Name  Notary Public  Title or Rank  Serial Number, if any:

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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE U.S. Bank National Association

Micheile Hays By:Officer	MILLE JUL 2 6 2021
	-Lender Date of Lender's Signature
12.1	ACKNOWLEDGMENT
State of K4	§ § 6
County of Fauless	9 §
	JUL 2 6 2021
The foregoing instrument was acknow	vledged before me this by of U.S. Bank National Association a Delaware Corporation, on
behalf of the Corporation.	mat .
Ope	Signature of Person Taking Acknowledgment
MICHELLE A. TRENDA  NOTARY PUBLIC  STATE AT LARGE	Michelle Trenda
KENTUCKY ID # KYNP12861 MY COMMISSION EXPIRES 08/13/2024	Printed Name  NOT A P-4
	Title or Rank Seria! Number, if any: FYN PIZSCO I
(Seal)	My Commission Expires: 8-13-24
	My Commission Expires: 0-15-L4

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#### **EXHIBIT A**

BORROWER(S): GERALDO RODRIGUEZ, A SINGLE MAN, AND CARY L. VILLASENOR, A SINGLE WOMAN

LOAN NUMBER: 9902858764

LEGAL DESCRIPTION:

STATE OF ILL INOIS, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:

LOTS 11 AND 17. IN BLOCK 3 IN FIRST ADDITION TO WEST 79TH STREET GARDENS, A SUBDIVISION OF 1/2/RT OF THE WEST 2/3 OF LOT 3 IN THE SUBDIVISION OF LOT 8 IN ASSESSORS DIVISION OF SECTION 34 AND OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 19-32-112-055-0000

Permanent Index Number: 19-32-112-355-9000

ALSO KNOWN AS: 8130 MELVINA AVELUE, BURBANK, IL 60459



