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Doc#. 2121749275 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 08/05/2021 02:30 PM Pg: 1 of 6

IL SMS No 578440675 MOD

This document prepared by:

Nicole Harwood

Mail Tax Statement to:

Shellpoint Mortgage Servicing

55 Beattie Place Suite 110 (MS 157)

Greenville, SC 29601 Telephone: 866-825-2174

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Mourf cation Agreement Document Da e: 6/29/2021

FHA Case No: 137-4751772

Original Mortgagor: STEVEN M STEFFLER and KAREN E STEFFLER

Address: 2204 WING ST, Rolling Meadows, IL, 60008 (Cook County)- Primary Residence

Original Mortgagee: Wintrust Mortgage Corporation

Present Holder of the Note and Lien: NewRez LLC D/B/A Shellpoint Not tgage Servicing as Attorney in Fact for U.S. Bank National Association, not in its individual capacity by solely as Trustee of NRZ Inventory Trust (POA Recorded in Greenville County, SC on 5/24/2021 in Instrument #: 2021050046,

Book: DE 2624, Page: 4923-4929)

Holder's Address: c/o NewRez LLC D/B/A Shellpoint Mortgage Servicing

55 Beattie Place Suite 110 Greenville, SC 29601 (Greenville County)

Original Loan Amount: \$249,460.00 Current Unpaid Balance: \$234,444.80

New Money (Intangible Amount): \$18,462.79

New Unpaid Balance: \$252,907.59

Original Mortgage Recorded on 5/12/2009, Instrument #: 0913240006, Book: N/A, Page: N/A

Parcel #: 02-25-405-035-0000

Legal Description: THE REAL PROPERTY LOCATED IN COOK COUNTY AND STATE OF IL: LEGAL DESCRIPTION: LOT 337 IN ROLLING MEADOWS, UNIT NUMBER 2, BEING A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PROPERTY ADDRESS: 2204 WING ST, ROLLING MEADOWS, IL, 60008.

Upon recording return to: Shellpoint Mortgage Servicing 55 Beattie Place Suite 110 (MS 157)

Greenville, SC 29601 Telephone: 866-316-1840 Loan Number: 0578440875

NMLS #: 3013





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MODIFICATION AGREEMENT

Borrower ("1"): STEVEN M STEFFLER and KAREN E STEFFLER

Lender or Servicer ("Lender"): NewRez LLC D/B/A Shellpoint Mortgage Servicing as Attorney in Fact for U.S. Bank National Association, not in its individual capacity but solely as Trustee of NRZ Inventory Trust

Date of mortgage, deed of trust, or security deed ("Mortgage") and Note: 04/20/2009

Loan Number: 0578440875

Property Address ("Property"): 2204 WING ST, ROLLING MEADOWS, IL 60008

If my representations and covenants in Section 1 continue to be true in all material respects, then this Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return the original versions of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

- 1. My Representations and Covenants. I certify, represent to Lender, covenant and agree:
 - A. I am experiencing a fine reial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near flowe.
 - B. The Property has not been condemned.
 - C. There has been no impermissible c'he ge in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer t'hat the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partne of the undersigned in the event of a death, divorce or marriage.
 - D. I have provided documentation for all incone 'nat I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on sucl 'ncome when requesting to qualify for the Modification Program ("Program")).
 - E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct.
 - F. If Lender requires me to obtain credit counseling in connection vith the Program, I will do so.
 - G. I have made or will make all payments required under a Trial Perica P an.
- 2. Acknowledgements and Preconditions to Modification. I understand and a knowledge that:
 - A. If prior to the Modification Effective Date as set forth in Section 3 the Lend r determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents.
 - B. The Loan Documents will not be modified unless and until (i) the Lender accepts this Agree and by signing and returning a copy of it to me, and (ii) the Modification Effective Date, as set fourth 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.
- 3. The Modification. If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 08/01/2021 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waited 1 understand that if I have failed to make any payments as a precondition to this modification under a Trial Period Plan, this modification will not take effect. The first modified payment will be due on 08/01/2021.
 - A. The Maturity Date will be 07/01/2051.
 - B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, ("Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The Unpaid Amounts include \$12,665.87 of unpaid interest, and \$5,796.92 of advanced escrows. The new principal balance of my Note will be \$252,907.59 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.

Loan Number: 0578440875 MODIFICATION AGREEMENT

¹ If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

C. Interest at the rate of 3.25 % will be first new control on the New Principal Balance as o 07/01 2021 and the first new monthly payment on the New Principal Balance will be due on 08/01/2021. My payment schedule for the modified Loan is as follows:

Number of Monthly Payments	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On
360	3.25%	07/01/2021	\$1,100.67	\$573.32 May adjust periodically	\$1,673.99 May adjust periodically	08/01/2021



*The escrow payments may be adjusted periodically in accordance with applicable law; therefore, my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step, or simple interest rate.

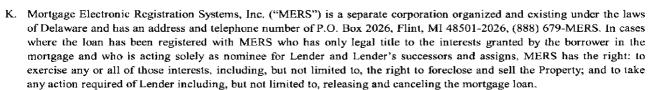
I understand that if I have a pay option adjustable rate mortgage loan, upon modification the minimum monthly payment option, the interest-only, or any other payment options will no longer be offered. The monthly payments, as described in the above payment schedule for my modified Loan, will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being a keed to the outstanding principal balance.

- D. I will be in default it I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default, the interest that will be due will be the rate set forth in Section 3.C.

4. Additional Agreements. I uncereland and acknowledge that:

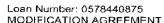
- A. All persons who signed the Lora Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased, (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the Divorce Decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents), or (iii) the Lender has waived this requirement in victing
- B. This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
- C. I must comply, except to the extent that they a emodified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments, the amount Lyhich may change periodically over the term of my Loan.
- D. This Agreement constitutes notice that the Lender's waiver as to payment of escrow items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escroy account.
- E. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- F. As of the Modification Effective Date, notwithstanding any other provision of the 1 or Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not it so than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage vithe at further notice or demand on me
- G. As of the Modification Effective Date, the Lender will only allow the transfer and assumption of the Lender, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- H. As of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- I. I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- J. 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 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

Loan Number: 0578440875 MODIFICATION AGREEMENT and effect, such terms will not be notified by this Agreement, and All not be eligible by a modification under the Home Affordable Modification Program.

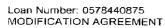




- L. Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guaranter or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.
- M. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing. I will comply with the Lender's request to execute, acl nowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after 1 reveive the Lender's written request for such replacement.
- N. The mortgage insurance premiuns on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payme it. Turthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.



Spareticow has Live to Individual Arknowledge nen								
STEPS M STEER ER (Seal) 7/8/2/ (Date)								
STEVEN M STEFFLER (Seal) 7/8/21 (Date)								
Signed, acknowledged and delivered in the presence of:								
Witness(Seal) Witness	(Seal)							
State of								
County of Cook								
Notary Public, State of:	riedge of the identity of the or federal identification evidence of ble witness has sworn to the regoing document for the purpose IDA TOKARZEWSKI Official Seal ubtic - State of Illinois ion Expires May 14, 2022							



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Space Below this Line for Corporate Acknowledgement

	Shellpoint Mortgage Servicing as ut solely as Trustee of NRZ Invent		r U.S. Bank Nationa	d Association, not in its
Authorized Signer (Lender)		_ (Seal)	
Printed Name/Title	Nneka Joyner, Fulfillment S	Specialist		
Signed, acknowledge	d and delivered in the presence of	£:		Branden Boston
Witness (Kesho Brown (s	Seal) Witness	26 3	(Seal)
State of	<u>Sc</u>			
County of	Greenville			
I certify		personally		
	and acknowledged that he or s			
Inventory Trust. I hav	in Fact for U.S. Bank National Ave presonal knowledge of the idenent on befalf of the corporation for	tity of said officer, a	cknowledging to me	e that he or she voluntarily signed
Witness my hand and	I official sea, this day of	المالي الم	. <u>. د</u> 20	
Notary Signature	1-9 C	(Seal) Branden B	oston	
Witness		(Seal)		
Typed/Printed Name:				(Official Seal)
Notary Public, State of			Same R. A	1 Congression
(VA Notaries) Reg. N	Notary Public, State of South C		WWINE OWNIE	
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