

# UNOFFICIAL COPY

Doc#: 2121825187 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 08/06/2021 11:47 AM Pg: 1 of 6

**WHEN RECORDED RETURN TO**  
RICHMOND MONROE GROUP/BBLN MOD  
82 JIM LINEGAR LN  
BRANSON WEST, MO 65737  
Ref #: 000532000006047

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

Permanent Index Number: 14-28-103-005-1181, 14-28-103-065-1032

[Space Above This Line For Recording Data]

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **24th** day of **May, 2021**, between **MELANIE C. VILLANUEVA** ("Borrower") 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 **November 5, 2012**, in the amount of **\$161,351.00** and recorded on **December 3, 2012** in Book, Volume, or Liber No. \_\_\_\_\_, at Page \_\_\_\_\_ (or as Instrument No. **1233846033**), 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  
**450 W BRIAR PL UNIT 12C, CHICAGO, IL 60657**  
(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):



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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. **\$173,499.74**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$17,100.00** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$156,399.74**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **2.875%**, from **June 1, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. **\$548.68**, beginning on the **1st** day of **July, 2021**, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of **2.875%** will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be **June 1, 2061**.
3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower 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.
  - 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



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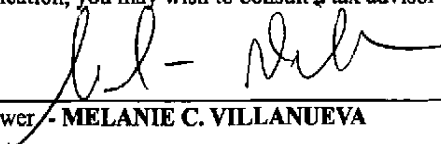
shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse 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 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.
- f) 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 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 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.

  
Borrower - MELANIE C. VILLANUEVA

Date: 10/21/21



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### ACKNOWLEDGMENT

State of IL

County of Cook

§  
§  
§

The foregoing instrument was acknowledged before me this June 21, 2021 by MELANIE C. VILLANUEVA.

*Abdelrahman Yaghmour*

Signature of Person Taking Acknowledgment

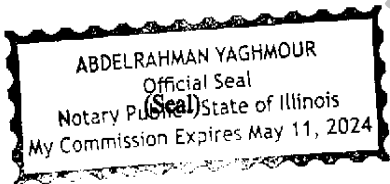
*Abdelrahman Yaghmour*

Printed Name

*Notary Public*

Title or Rank

Serial Number, if any: \_\_\_\_\_

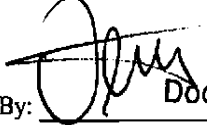


Property of Cook County Clerk's Office



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


By:  **Oliver Munoz**  
Document Control Officer -Lender  
JUL 28 2021 Date of Lender's Signature

### ACKNOWLEDGMENT

State of Utah §  
County of Salt Lake §

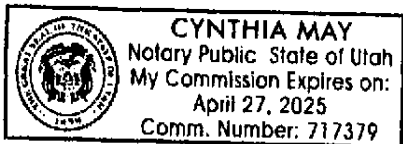
On this 28 day of JULY 2021, personally appeared before me

Oliver Munoz  
whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Document Control Officer of Select Portfolio Servicing, Inc and that said document was signed by him/her on behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors,) and said Document Control Officer acknowledged to me that said Corporation executed the same.

  
Signature of Notary Public

Cynthia May  
Printed Name

State of Utah  
Residing at: State of Utah County of Salt Lake County of Salt Lake



(Seal)

My Commission Expires: APR 27 2025



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## EXHIBIT A

**BORROWER(S): MELANIE C. VILLANUEVA**

**LOAN NUMBER: 0024762924**

**LEGAL DESCRIPTION:**

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

**UNIT NO. 12C AND G-39, IN THE 450 BRIAR PLACE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: THE EAST 8 FEET OF LOT 1 AND ALL OF LOTS 2, 3, AND 4, IN BLOCK 2, IN OWNER'S DIVISION OF BRAUCKMAN'S AND GEHRKE'S SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0518944061; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.**

**Permanent Index Number: 14-28-103-065-1181, 14-28-103-065-1032**

**ALSO KNOWN AS: 450 W BRIAR PL                      UNIT 12C, CHICAGO, IL 60657**

