

# UNOFFICIAL COPY

Doc#: 2124516582 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 09/02/2021 02:11 PM Pg: 1 of 7

**After recording please mail to:**  
**New American Funding**  
**Home Retention**  
**11001 Lakeline Blvd. Suite 325**  
**Austin, TX 78717**

**This instrument was prepared by:**  
**New American Funding**  
**11001 Lakeline Blvd. Suite 325**  
**Austin, TX 78717**

Permanent Index Number: 20-25-218-016-0000

*[Space Above This Line For Recording Data]*  
210267267 NAF

Loan No.: 3000241621  
MIN: 100376300028516316

FHA/VA Case No.: 282860891456

Investor Loan No: 3000241621

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

This Loan Modification Agreement ("Agreement"), made this 3rd day of August, 2021, between HOWARD MURPHY, III, AN UNMARRIED MAN ("Borrower"), Broker Solutions Inc., dba New American Funding ("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 June 8, 2018 and in the amount of \$255,000.00 and recorded on June 11, 2018 in Book, Volume, or Liber No. N/A, at Page N/A (or as Instrument No. 1816247037), 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:

7359 S Luella Avenue, Chicago, IL 60649  
[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  
The Compliance Source, Inc. Page 1 of 7

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\* 3 0 0 0 2 4 1 6 2 1 \*

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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 **August 1, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$273,824.88**, 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 **3.000%**, from **August 1, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,154.46**, beginning on the 1st day of **September, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.000%** will remain in effect until principal and interest are paid in full. If on **August 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 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 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 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; 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.

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\* 3 0 0 0 2 4 1 6 2 1 \*

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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 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 .

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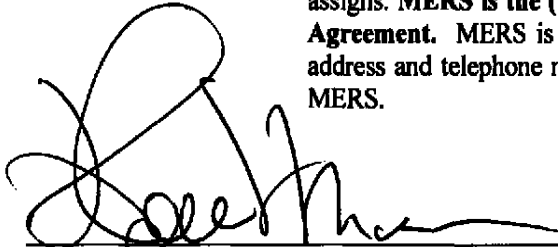
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g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the (Mortgagee) of record under the Security Instrument and this Agreement. 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.



Borrower - **HOWARD MURPHY, III**

Date: 08/11/2021

### ACKNOWLEDGMENT

State of Illinois

§  
§  
§

County of Cook

The foregoing instrument was acknowledged before me this Aug 11<sup>th</sup> 2021 by **HOWARD MURPHY, III**.



Signature of Person Taking Acknowledgment

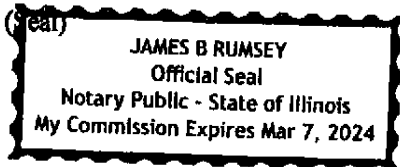
James B Rumsey

Printed Name

Notary

Title or Rank

Serial Number, if any: 597559



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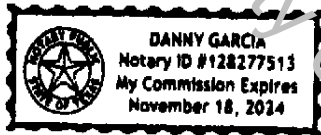
ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
Broker Solutions Inc., dba New American Funding

By: [Signature] AUG 17 2021  
Roberto Moreno -Lender Date of Lender's Signature  
SVP

### CORPORATE ACKNOWLEDGMENT

State of Texas §  
County of Williamson §

This instrument was acknowledged before me on AUG 17 2021 by Roberto Moreno,  
SVP of Broker Solutions Inc., dba New American Funding a California Corporation, on behalf of said Corporation.



[Signature]  
Notary Public Signature  
Danny Garcia  
Printed Name

(Seal)

My Commission Expires: 11/18/24

MERS Phone: 1-888-679-6377

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MERS

Roberto Moreno VP of MERS

Mortgage Electronic Registration Systems, Inc., as nominee for Broker Solutions Inc., dba New American Funding, its successors and assigns

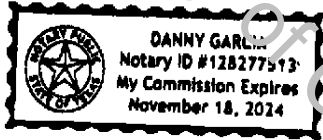
### ACKNOWLEDGMENT

State of Texas

County of Williamson

§  
§  
§

This instrument was acknowledged before me on AUG 17 2021 by Roberto Moreno of Mortgage Electronic Registration Systems, Inc. as nominee for Broker Solutions Inc., dba New American Funding, its successors and assigns a Delaware Corporation, on behalf of said Corporation.



Notary Public Signature

Danny Garcia

Printed Name

(Seal)

My Commission Expires: 11 / 18 / 24

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## EXHIBIT A

**BORROWER(S): HOWARD MURPHY, III, AN UNMARRIED MAN**

**LOAN NUMBER: 3000241621**

**LEGAL DESCRIPTION:**

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

**THE SOUTH 32 FEET OF LOT 13 IN GEORGE G. MC ROY'S SUBDIVISION OF LOTS 5 TO 7 IN THE EAST 1/2 OF LOTS 8 AND 13 AND LOTS 14 AND 15 IN BLOCK 5 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**Permanent Index Number: 20-25-218-016-0000**

**ALSO KNOWN AS: 7359 S Luella Avenue, Chicago, IL 60649**

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