

# UNOFFICIAL COPY

Doc#: 2133512213 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 12/01/2021 10:24 AM Pg: 1 of 5

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## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This document was prepared by NaTasha Williams

GNMA#217398291

Case #:137-8374621

Servicer Loan #410970

MIN#100278200001714939

MERS#1-888-679-6377

This Loan Modification Agreement ("Agreement"), made this 28th Day of June 2021, between Joseph Harrison, ReTrenia Harrison, & Barbara Smith ("Borrower") and SIWELL, INC., DBA CAPITAL MORTGAGE SERVICES OF TEXAS ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated January 5, 2016 and recorded by Security Instrument, and (2) the Note bearing the same date as, and secured by, the Security instrument, 1600541061 which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 3102 Kathleen Lane, Flossmoor, IL 60422 the real property described being set forth as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"**

In consideration of the mutual promises and agreements exchanged, the parties here to agree as follows (not withstanding anything to the contrary contained in the Note or Security Instrument):

As of 08/01/2021, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$151,839.67 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 06/01/2021. Borrower promises to make monthly payments of principal and interest of U.S.\$660.82, plus an escrow payment of \$998.19, escrow payment may adjust periodically, for a total monthly payment of \$1,659.01 beginning on the 1<sup>st</sup> 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 07/01/2051 (the "Maturity Date"), any unpaid amounts remain the Borrower shall pay these amounts in full on the Maturity Date.

3. In all or any part of the Property or any interest in its 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.

If the lender exercises this option, the Lender shall give the Borrower notice of acceleration. The Notice shall provide a period or not less than 30 days from the day the notice is delivered or mailed within which Borrower must pay 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, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the 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 the 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 being 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 it is affixed to wholly or partially incorporate 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 the default in the making of payments under the Security Instruments 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 Instruments 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 Instruments shall be diminished or released by any provisions hereof, not shall this Agreement in any way impair, diminished, or affect any of the Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise there under 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) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instruments.

(d) 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.

(e) All cost and expenses incurred by Lenders in connection with this Agreement, including recording fees, title examination, and other attorney's fees shall be paid by the Borrower and shall be secured by the Security

Instrument, unless stipulated otherwise by Lender

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(f) 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.

Joseph Harrison (Seal)  
Joseph Harrison

ReTrenia Harrison (Seal)  
ReTrenia Harrison

Barbara Smith (Seal)  
Barbara Smith

State of Illinois

County of Cook

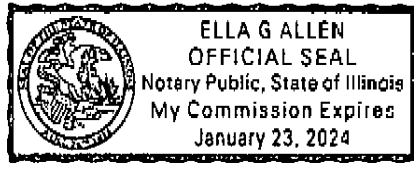
I certify that on this 12<sup>th</sup> day of July, 2021, **Joseph Harrison, ReTrenia Harrison, & Barbara Smith**, personally came before me, a Notary Public and acknowledged under oath, proved to me through satisfactory evidence of identification, which was/were State ID, Passport, Employee, to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntary for its stated purpose.

ELLA G. ALLEN  
ELLA G. ALLEN, Notary Public state of

Illinois, County of Cook

My commission expires 01-23-2024

Acting in the County of Cook



[Space Below This Line Designated for Acknowledgment]

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In Witness Whereof, the Lender and I have executed this Agreement

Lender: Siwell Inc. Dba Capital Mortgage Services of Texas

By: [Signature]  
Royce Clay Lewis IV V.P.

8/2/22  
Date

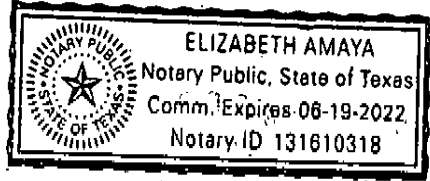
State of Texas

County of Lubbock

The foregoing instrument was acknowledged before me this 2 day of AUGUST 2021 by Royce Clay Lewis IV V.P.

[Signature]  
Elizabeth Amaya

Notary public State of TEXAS  
County of LUBBOCK  
My commission expires 10/19/2022  
Acting in the County of LUBBOCK



ATTORNEYS' TITLE GUARANTY FUND, INC.

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LEGAL DESCRIPTION

**Permanent Index Number:**  
**Property ID:** 31-12-311-002-0000

**Property Address:**  
3102 Kathleen Ln  
Flossmoor, IL 60422

**Legal Description:**  
LOT 45 IN HEATHER HILL INC., ADDITION TO HEATHER HILL, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office