Doc#. 2135046507 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 12/16/2021 03:57 PM Pg: 1 of 6

This Document P. er ared By: RUTH BULWINKLE FLAGSTAR BANK, F35 532 RIVERSIDE AVE. **JACKSONVILLE, FL 32202** 800-393-4887

When recorded mail to:

13447143

FAMS-DTO Rec 3 First American Way

Santa Ana, CA 92707

Flagsta 37270.3 B-IL TURNER

PR DOCS E-Record

Tax/Parcel #: 28-36-106-004-0000

4 County Ch [Space Above This Line for Recording Data)

Original Principal Amount: \$150,793.00

FHA/VA/RHS Case No.:203 138-

Unpaid Principal Amount: \$146,531.47 New Principal Amount: \$162,431.14

0096673

New Money (Cap): \$15,899.67

Loan No: 044062077

### LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 8TH day of SEPTEMBER, 2021, between ANTONIO M. TURNER, A SINGLE MAN ("Borrower"), whose address is 17706 DOGWOOD LN, HAZEL CREST, ILLINOIS 60429 and

LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA ("Lender"), whose address is 532 RIVERSIDE AVE., JACKSONVILLE, FL 32202, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated MAY 8, 2019 and recorded on MAY 13, 2019 in INSTRUMENT NO. 1913355279, of the OFFICIAL Records of COOK COUNTY, 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

## 17706 DOGWOOD LN, HAZEL CREST, ILLINOIS 60429 (Property Address)

the real property described is located in COOK COUNTY, ILLINOIS and 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):

- 1. As of, OCTOBER 1, 2021 the amount pays ble under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$162,431.14, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. \$15,899.67. This Unpaid Principal Balance has been reduced by the HUP Partial Claim amount of \$0.00.
- 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 3.2500%, from OCTOBER 1, 2021. The Borrower promises to make monthly payments of principal and interest of U.S. \$706.91, beginning on the 1ST day of NOVEMBER, 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on OCTOBER 1, 2051 (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the 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 of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

- 4. The 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 cancelled, 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 provision 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. If the Borrower has, since inception of this Joan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy; and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
- 6. Nothing in this Agreement shall be understood or construct to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

In Wishess Whereof. I have executed this Agreement	9/29/21
Borrower: ANTONIO M. TURNER	Date Date
[Space Below This Line for Acknowledgments]	
BORROWER ACKNOWLEDGMENT State of ILLINOIS	
County of LOOK	
This instrument was acknowledged before me on 9/39/31	****
(date) by ANTONIO M. THRNER (name/s of person/s acknowledged).	
Notary Public (Seal)	
Printed Name: And Show	
My Commission expires:	
AMANDA MELVINA BROWN Official Seal	7
Notary Public - State of Illinois My Cornaission Expires Feb 3, 2025	
C.	4
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	1/C
The state of the s	0

In Witness Whereof, the Lender has executed this Agreement.

LAKEVIEW LOAN SERVICIN IN FACT-UNDER LIMITED PO		STAR BAN	K FSB, ATTORNEY
Central Clare			11-18-21
By Carmar Mannine	(print name) (title) V, ce	President	Date
[Space Below	This Line for Acknowledge	owledgments	]
LENDER ACKNOWLEDGME (ma) STATE OF FLORID: (A COUNTY OF () VA 15 C	NT		
The foregoing instrument was eck  □ online notarization, this  201 (year), by <u>Ca</u>	0/18m	day of	Nov.
	(type of autho	rity,e.g. off C, BY FL	ficer, trustee, attorney ir AGSTAR BANK FSB
instrument was executed).	()	C/2	_
(Signature of Notary Public State	of Eloriday CA Als hav	4	Ś
(Print, Type, or Stamp Commission	ned Name of Notary	Public)	0/5:
Personally Known OR Produced IGT Type of Identification Produced	ا/م ا ( ا	<u></u>	(C)
			MĒLISSA M, AFSHAR

#### **EXHIBIT A**

BORROWER(S): ANTONIO M. TURNER, A SINGLE MAN

LOAN NUMBER: 0440620773

#### **LEGAL DESCRIPTION:**

The lard referred to in this document is situated in the CITY OF HAZEL CREST, COUNTY OF COOK, STATE OF IL, and described as follows:

LOT 199 IN FIRST ADDITION TO PACESETTER KNOLLCREST HARRY M. OUINN MEMORIAL SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

YOO.

COUNTY CIENTS OFFICE ALSO KNOWN AS: 17706 DCCWOOD LN, HAZEL CREST, ILLINOIS 60429