Doc#. 2202113530 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 01/21/2022 04:23 PM Pg: 1 of 9

After Recording Return To: RUTH RUHL, P.C. Attn: Recording Department 12700 Park Central Drive, Suite 850 Dallas, Texas 75251 Prepared By: RUTH RUHL, P.C. 12700 Park Central Drive, Suite 850 Dallas, Texas 75251, and Co-Counsel Lee Scott Perres, PC 29 North Wacker Drive, Suite 1010 Chicago, Illinois 60606

[Spa :e Above This Line For Recording Data]

Loan No.: 0052987138

Investor Loan No.: 0214319952

FHA Case No.: 137-5519466-703

LOAN MODIFICATION AGREEMENT

(Providing for Fixed interest Rate)

This Loan Modification Agreement ("Agreement"), made this 12th day of October, 2021, between WARDELL ANDERSON, A MARRIED MAN and LATANYA ANDEI SON. HIS WIFE, whose address is 17751 SARAH LN, COUNTRY CLUB HILLS, Illinois 60478 ("Borrower/Grantor") and Lakeview Loan Servicing, LLC by its attorney-in-fact M&T Bank, whose address is 4425 Ponce de Leon Blvd, 5th Floor, Coral Gables, Florida 33146 ("Lender/Grantee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated December 17th, 2009, recorded January 6th, 2010, and recorded in Book/Liber N/A, Page N/A, Instrument No. 1000657137, 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 17751 SARAH LN, COUNTRY CLUB HILLS, Illinois 60478,

Loan No.: 0052987138

the real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.
SEE EXHIBIT "C" 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 November 1st, 2021, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$107,116.72, 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 2.875%, from October 1st, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$444.42, 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. The yearly rate of 2.875% will remain in effect until principal and interest are paid in full. If on October 1st, 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 ary 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 a manediate 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 I istrument. 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 caner 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 Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the specified date 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.

Loan No.: 0052987138

- 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) Al' 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 stapping dotherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the term 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 Cender, 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) a count 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 surport 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, guaranters, 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 Fire 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 ext messaging .

- 6. If applicable, by this paragraph, Lender is notifying Bonower that any prior waiver by Lender of Borrower's obligations to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
- 7. Borrower will pay to Lender on the day payments are due under the Læn Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or el cumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any zwo payable to required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any swo payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a

Loan No.: 0052987138

waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender

shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Fund, 'keld in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with PECPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower at required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined water RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the anio int necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

RESPA, but in no more than 12 monthly paymenus.

Upon payment in full of all sums secured by the Lorn Documents, Lender shall promptly refund Borrower any Funds held by Lender.

Loan No.: 0052987138	
12-14-2021 Date	Wardell Anderson (Seal) WARDELL ANDERSON -Borrower
12-14-2021 Date	(Seal) ATANYA ANDERSON, signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt
	(Seal)
Date	-Borrower
Date	(Seal) -Borrower
State of 1/1/015 \$ County of Cook \$ County of day of Day	ACKNOWLEDGMENT ACKNOWLEDGMENT Defore me, before me, of notary 2 Notary Public in and for said state, LATANYA ANDELSON
portionally appounds	
[name of person acknowledged], known to me to be acknowledged to me that he/she/they executed the sa	the person who executed he within instrument, and me for the purpose therein state 1
ROBERT L SIMS Official Seal Notary Public - State of Illinois My Commission Expires Jul 19, 2024	Notary Signature Type or Print Name of Notary Notary Public, State of

Loan No.: 0052987138	
340 T.D. 1 44	12/11/2021
M&T Bank as attorney-in-fact for Lakeview Loan Servicing, LLC —Lender	-Date
By: Euka K Snyder	
Printed Name: Erika K Snyder 3 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
Its: BANKENG OFFICER	
Or	
LENDER ACK	NOWLEDGMENT
§	
il Decain las	()// 2021
On this le day of Declinous Iname of note	ary], a Notary Public in and for said state, personally
appeared Frira Suyder.	bank refler
	· · · · · · · · · · · · · · · · · · ·
[name of officer or agent, title of officer or agent] of M LLC	&T Bank as attorney-in-fact for Lakeview Loan Servicing,
	[name of entity]
known to me to be the person who executed the within in that he/she/they executed the same for the purpose thereis	strument on behalf of said entity, and acknowledged to me
that he/she/they executed the same for the purpose there.	ii stateu.
	Minimum
(Seal)	Notary Signature
MIRANDA JUDITH KRAUS NOTARY PUBLIC STATE OF NEW YORK ERIE COUNTY	Type or Print Name of Notary
LIC. #01KR6390274 COMM. EXP. 04/15/2023	nacz IlnA
	Notary Public, State of 4/15/2023
	My Commission Expires: 9/15/0003

2202113530 Page: 7 of 9

UNOFFICIAL COPY

EXHIBIT A

LOT 517 IN BLOCK 23, IN WINSTON PARK UNIT 5, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND ALSO THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JANUARY 26, 1972, AS DOCUMENT NO. 2604946 AND CERTIFICATE OF CORRECTION REGISTERED ON SEPTEMBER 6, 1972, AS DOCUMENT NO. 2646492, IN COOK COUNTY, ILLINOIS.

Commonly known as: 17751 Sarah Lane; Country Club Hills, IL 60478

PIN Number: 28-35-114-022

nonty kno.

Number. 28-.

Columnia Clark's Office

2202113530 Page: 8 of 9

UNOFFICIAL COPY

Loan No.: 0052987138

EXHIBIT "B"

EXHIBIT "B" PRIOR LOAN MODIFICATION AGREEMENT

The Security Instrument was previously modified by a Loan Modification Agreement dated February 13th, 2015, recorded on June 15th, 2015, in Liber or Book N/A, Page N/A, Instrument No. 1516649013, of the Official Records of COOK County/Parish, Illinois.

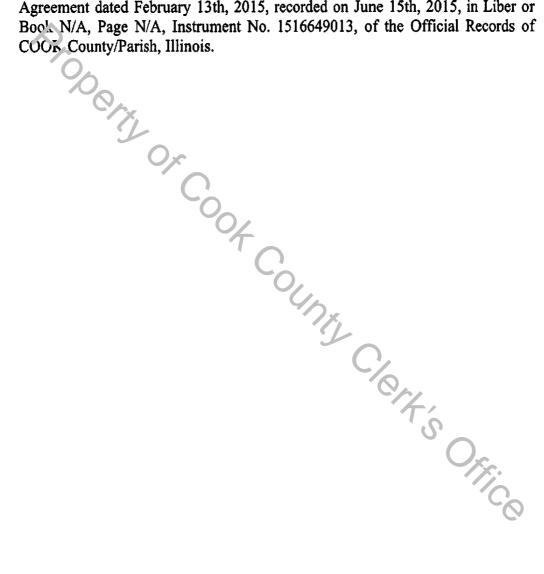


EXHIBIT "C"

Loan No.: 0052987138

SAME NAME ADDENDUM

THIS ADDENDUM is made this 12th day of October, 2021 , and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date, given by LATANYA ANDERSON, signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt (the "Borrower") which modifies Borrower's Note and Security Instrument to Lakeview Loan Servicing, LLC by its attorney-in-fact M&T Bank

(the "Lender")

and covers the Property located at:

17751 SARAH LN, COUNTRY CLUB HILLS, Illinois 60478 [Property Address]

In addition to the agreements made in the Loan Modification Agreement, Borrower and Lender further agree as follows:

- 1. Borrower is the same person named in the Note, the Security Instrument, and the Loan Modification Agreement.
- 2. Borrower is one and the same person as: LATANYA BILLINGSLEY
- 3. The signature below is Borrov er 3 true and exact signature for execution of the Loan Modification Agreement.
- 4. Borrower understands that this state is given as a material inducement to cause Lender to make the Loan Modification Agreement to Borrower and that any false statement, misrepresentations or material omissions may result in civil and criminal penalties.

By signing below, Borrower accepts and agrees to the terms and covenants contained herein.

M&T Bank as attorney-in-fact for Lakeview Loan Servicing, LLC	(Seal) -Lender	LAJANYA(ANDERSON, signing solely borrow to acknowledge this Agreement, but not to incur any personal hability for the debt	
Guiva V Consider		Co	

By: EUKa	K Snuder	
Printed Name:	Erika K Snyder	
Its:	Banking Officer	

SAME NAME ADDENDUM Page 1 of i