UNOFFICIAL COPY

Doc#. 2203107259 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 01/31/2022 11:21 AM Pg: 1 of 9

After recording please mail to: ServiceLink Attn: Loan Modification Solutions 3220 El Camino Real Irvine, CA 92602

This instrument was prepared by: PennyMac Lan Services, LLC 6101 Condor Erive, Suite 200 Moorpark, CA 93021

Permanent Index Number: 52-18-102-022-0000

-[Space Above This Line For Recording Data]

LOAN NO.: 8-35122495 MIN: 100567000000432503

Investor Case No. 138-0551796

Investor Loan No: 0226827787

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this the day of December, 2021, between JOHN CAUSEY ("Borrower"), PennyMac Loan Services, LLC ("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 July 17, 2020 and in the amount of \$214,204.00 and recorded on September 9, 2020 in Book, Volume, or Liber No. , at Page (or as Instrument No. 2025320161), of the Official Records of COOK, 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:

2 GRAYMOOR LANE, OLYMPIA FLDS, IL 60461

[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—Fannic Mae Uniform Instrument
Page 1 of 7

10839IL 05/19



2203107259 Page: 2 of 9

UNOFFICIAL COPY

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 **January 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$266,948.98**, 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 December 1, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$1,125.47, beginning on the 1st day of January, 2022, 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 December 1, 2051 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as a greended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and the 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 colligated to make under the Security Instrument; however, the following terms and provisions are for ver canceled, null and void, as of the date specified in paragraph No. I 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 ride, or other instrument or document that is affixed to, wholly or partially incorporated in c, 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 hereunce.
 - 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

MERS Phone: 1-888-679-6377

2203107259 Page: 3 of 9

UNOFFICIAL COPY

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 that they will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. Borrower understands that either a corrected Agreement or a letter agreement containing the correction will be provided for signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If Borrower elects not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agree next.
- 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 purpose 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 first messaging \square .

- g) That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- h) "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

MERS Phone: 1-888-679-6377



UNOFFICIAL COPY

address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

- 6. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing the Loan Modification Agreement, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
- 7. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of cach error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification.

Date: 12/14/2/ Borrower - JOHN CAUSEY ACK NOWLEDGMENT State of § County of The foregoing instrument was acknowledged before me this December 14 JOHN CAUSEY. Signature of Person Taking Acknowledgment Official Seal Kimberly D. Williams Notary Public State of Illinois My Commission Expires 12/10/2024 Title or Rank Serial Number, if any: (Seal)

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
Page 4 of 7

10839IL 05/19



2203107259 Page: 5 of 9

UNOFFICIAL COPY

ACCEPTED AND AGREED TO BY THE OWNER A PennyMac Loan Services, LLC (Se -Lene Marianne Campbell Assistant Vice President	al) der Mortgage Electronic Registration Systems, Inc. (Seal) -MERS Marianne Campbell
By: Assistant vice President	By: Assistant Vice President Mortgage Electronic Registration System, Inc., as nominee for PennyMac Loan Services, LLC, its successors and assigns
Date of Lender's Signature ACKNO	SEE ATTACHED
A notary public or other office. completing this c signed the document to which this cenificate is a that document. State of §	pertificate verifies only the identity of the individual who ttached, and not the truthfulness, accuracy, or validity of
be the person whose name is subscribed to the within	nre me,, Notary Public, who proved to me on the basis of satisfactory evidence to instrument, and acknowledged to me that he/she executed the proporation, and that by his/her signature on the instrument the cted, executed the instrument.
I certify under PENALTY OF PERJURY uparagraph is true and correct.	under the laws of the State of California that the foregoing
WITNESS my hand and official seal.	
_	Notary Public
	Printed Name My Commission Expires:
MERS Phone: 1-888-679-6377	

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
Page 5 of 7

108391L 05/1



2203107259 Page: 6 of 9

UNOFFICIAL COPY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual

who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of
On 12/21/2021 before me, Armon Booth, Notary Public (insert name and title of the officer)
personally appeared Marianne Campbell who proved to me on the basic of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrume it and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf or which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. ARMON BOOTH Notary Public - California Ventura County Commission # 2374565 Ny Comm. Expires Sep 11, 2025
Signature (Seal)

2203107259 Page: 7 of 9

UNOFFICIAL COPY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual

2203107259 Page: 8 of 9

UNOFFICIAL COPY



MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
Page 6 of 7

108391L 05/19



2203107259 Page: 9 of 9

UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): JOHN CAUSEY

LOAN NUMBER: 8-35122495

LEGAL DESCRIPTION:

STATE OF JALINOIS, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK FOR APN/PARCEL 12/(3): 32-18-102-022-0000 LOT "B" IN RESUBDIVISION OF LOTS 5 AND 6 IN GRAYMOOR, A SUPPLIVISION OF THE NORTH 50 ACRES OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN IN OLYMPIA FIELDS, COOK COUNTY, ILLINOIS WHICH CURRENTLY HAS THE ADDRESS OF 2 GRAYMOOR LN, OLYMPIA FLDS, ILLINOIS 60461

Permanent Index Number: 32-18-102-022-0000

ALSO KNOWN AS: 2 GRAYMOOR LANE, OLYMPIA FLDS, IL 60461



