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Karen A. Yarbrough  
Cook County Clerk  
Date: 02/07/2022 07:35 AM Pg: 1 of 6

## LOAN MODIFICATION AGREEMENT DATED 12/30/2021

When recorded mail to and

**PREPARED BY:**

KELE ENTERPRISES LLC

8545 W. Warm Springs Rd. A-4 #405

Las Vegas, NV 89113

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## LOAN MODIFICATION AGREEMENT

**PREPARED BY:**

KELE ENTERPRISES LLC

8545 W. Warm Springs Rd. A-4 #405

Las Vegas, NV 89113

This Loan Modification Agreement ("Agreement"), made this **30<sup>th</sup> day of December, 2021**, between **GVE RENOVATIONS I.C.** ("Borrower") and **FREESTYLE INVESTMENTS LLC** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **September 27, 2021** and recorded in Cook County, Illinois, recorded as Document #2127128157 on September 28, 2021 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 **8035 S Burnham Ave., Chicago IL 60617** (Legal descriptions attached as Exhibit A), the real property described being set forth as follows:

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 **December 30, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$105,000.00**, consisting of the unpaid amounts loaned to Borrower by Lender in the amount of **\$35,000.00** on **September 27, 2021**, plus **\$35,000.00** on **October 14, 2021**, plus **\$35,000.00** on **December 30, 2021**, 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 **12.0%**. Borrower promises to make monthly interest only payments of U.S. **\$1,050.00**, beginning on the **30<sup>th</sup> 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 **12.0%** will remain in effect until principal and interest are paid in full.
3. If on **December 30, 2022** (the new "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.
4. All unpaid real estate taxes on **8035 S Burnham Ave., Chicago IL 60617** must be paid current throughout the duration of the term of this loan.
5. **Modification Fee for the Modification Agreement dated October 14, 2021:** Upon Payoff of this loan, Borrower shall pay a **\$2,000.00 Fee** to the Lender.
6. **Success Fee:** Upon Payoff of this loan, Borrower shall pay **\$3,500.00** to the lender.

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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.
- (g) 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.

(Signatures on the following page)

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7. **Unpaid Interest:** Network Title will remit check to FCI Lender Services Inc. in the amount of **\$2,148.33**; consisting of **\$2,098.33** to bring the account current for past due amounts owed plus the **\$55.00** FCI reset modification fee below in paragraph 8.
8. Borrower agrees to pay **FCI Lender Services modification fee of \$55.00.**
9. Borrower agrees to pay **FCI Lender Services monthly servicing fee in the amount of \$15.00.**
10. The monthly payment of interest plus FCI \$15.00 fee will total **\$1,065.00** and are to begin on **January 30, 2022** and will be due on the **30th day** of the month each month thereafter. Payment will be remitted directly to **FCI Lender Services, Inc. – 8180 E. Kaiser Blvd., Anaheim Hills CA 92808.**
11. 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.

12. 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.

13. 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

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**Borrower: GVE RENOVATIONS INC.**

  
By: **Gary Vargas Evans, President** Date: **12/30/21**

**Lender: FREESTYLE INVESTMENTS LLC**

  
By: **Daniel Wynn, Member** Date: **12/30/21**

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## EXHIBIT A

The Land is described as follows:

LOT 35 IN BLOCOK 13 IN B.F. JACOB'S SUBDIVISION OF BLOCKS 12 AND 13 OF THE CIRCUIT COURT COMMISSIONER'S PARTITION OF THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 21-31-208-014-0000  
Common Address: 8035 S BURNHAM AVENUE, Chicago, IL 60617

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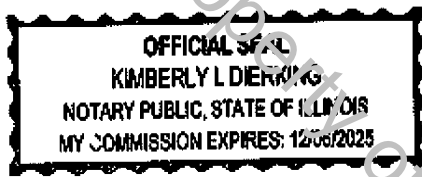
State of Illinois, County of COOK ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DANIEL WYNN, MANAGING MEMBER OF FREESTYLE INVESTMENTS AND GARY VARGAS EVANS, PRESIDENT OF GVE RENOVATIONS INC.



personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and the person(s) acknowledged that the person(s) signed, sealed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth

Given under my hand and official seal this 30TH day of DECEMBER, 2021.



Commission expires

Notary Public

Proprietary of Cook County Clerk's Office