

# UNOFFICIAL COPY

Doc#: 2203912333 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 02/08/2022 09:42 AM Pg: 1 of 7

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

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

Permanent Index Number: 29-10-429-027-0000

\_\_\_\_\_  
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210765507

LOAN NO.: 1-38

Investor Case No. 137-5284901

Investor Loan No: 02034

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 24th day of November, 2021, betw SANDRA J. DAVIS AND ANTOINETTE BAKER ("Borrower"), PennyMac Loan Services, LLC ("Lende amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), d: September 23, 2009 and in the amount of \$174,210.00 and recorded on October 15, 2009 in Book, Volume Liber No. , at Page (or as Instrument No. 0928849051) , of the Offi Records of COOK, ILLINOIS and (2) the Note bearing the same date as, and secured by, the Security Instrum which covers the real and personal property described in the Security Instrument and defined therein as "Property", located at:

15040 IRVING AVENUE, DOLTON, IL 60419

[Property Address]

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:



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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 1, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$140,665.17**, 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 **3.125%**, beginning on **November 1, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. **\$602.58**, beginning on the **1st** day of **December, 2021**, and continuing thereafter on the **1st** day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.125%** will remain in effect until principal and interest are paid in full. If on **November 1, 2021** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument 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 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. Lender shall provide a period of not less than 30 days from the date the notice is delivered or the date of the demand on Borrower, within which Borrower must pay all sums secured by the Security Instrument. If Borrower does not 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 other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make 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, 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 paragraph No. 1 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 hereunder.



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- 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, 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 or remedies on the Note 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 the Property or any other persons in any way obligated for, or liable on, the Note 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. All such costs 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 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 new 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 Lender Documents shall continue in full force and effect, such terms will not be modified by this Agreement.
- f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower's 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 risk reduction 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, servicer that insures, guarantees, or services Borrower's loan or any other mortgage servicer 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 refinance Borrower's loan, at any telephone number, including mobile telephone number, or address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging

- 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 change as a result of the New Principal Balance.



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

Sandra J. Davis  
 Borrower - SANDRA J. DAVIS

Date: 12/21/20

Antoinette Baker  
 Borrower - ANTOINETTE BAKER

Date: 12/21/20

### ACKNOWLEDGMENT

State of Illinois §  
 County of Cook §  
 §

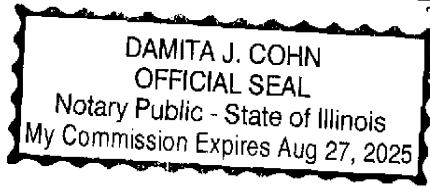
The foregoing instrument was acknowledged before me this December 21, 2021  
 SANDRA J. DAVIS AND ANTOINETTE BAKER.

[Signature]  
 Signature of Person Taking Acknowledgment

Damita J. Cohn  
 Printed Name

Notary  
 Title or Rank

Serial Number, if any: \_\_\_\_\_



(Seal)





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## 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.

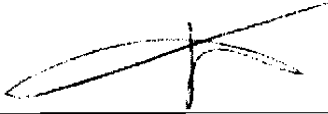
State of California  
County of Ventura

On 01/03/2022 before me, Cynthia Hoff, Notary Public  
(insert name and title of the officer)

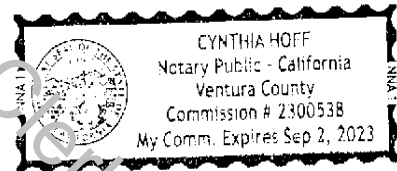
personally appeared Karen Denton  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ar  
subscribed to the within instrument and acknowledged to me that he/she/they executed the sam  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of 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.

Signature 

(Seal)



Property of Clerk's Office

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## EXHIBIT A

**BORROWER(S): SANDRA J. DAVIS AND ANTOINETTE BAKER**

**LOAN NUMBER: 1-3862598**

**LEGAL DESCRIPTION:**

**STATE OF ILLINOIS, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:**

**LOT 13 IN SIBLEY TERRACE HOMES, BEING A SUBDIVISION OF PART OF THE NORTHWEST OF SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SIBLEY TERRACE HOMES REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON MAY 13, 1959 AS DOCUMENT 1860833, IN COOK COUNTY, ILLINOIS. P.I.N. 29-10-429-027-0000 PROPERTY COMMONLY KNOWN AS: 15040 IRVING AVENUE DOLTON, IL 60419**

**Permanent Index Number: 29-10-429-027-0000**

**ALSO KNOWN AS: 15040 IRVING AVENUE, DOLTON, IL 60419**

