

# UNOFFICIAL COPY

Doc#: 2207555151 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 03/16/2022 12:06 PM Pg: 1 of 6

**When Recorded Return To:**  
Richmond Monroe Group - SAR  
82 Jim Linegar Ln  
Branson West, MO 65737  
Ref #: 0004190000119694

**This instrument was prepared by:**  
Select Portfolio Servicing, Inc.  
3217 S Decker Lake Dr  
Salt Lake City, UT 84117

**Permanent Index Number: 09-11-309-028-1148**

\_\_\_\_\_  
[Space Above This Line For Recording Data]

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

This Loan Modification Agreement ("Agreement"), made this **2nd** day of **February, 2022**, between **MOHAMMAD ASLAM AND ALIYA MIRZA** ("Borrower") and **Select Portfolio Servicing, Inc** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **March 25, 2004**, in the amount of **\$180,500.00** and recorded on **April 14, 2004** in Book, Volume, or Liber No. **NIA**, at Page **NIA** (or as Instrument No. **4105490068**), of the Official (Name of Records) Records of **Cook, ILLINOIS** (County and State, or other jurisdiction) 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  
**8654 GREGORY UNIT F, DES PLAINES, IL 60016**  
(Property Address)

the real property described 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):



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1. As of **March 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$116,096.91**, 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 **February 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$407.29**, beginning on the **1st** day of **March, 2022**, 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 **February 1, 2062** (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 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.

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 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.
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.
  - 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



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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.

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 text messaging .

6. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.



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TAX CONSEQUENCES OF LOAN MODIFICATIONS. There may be income tax consequences related to this loan modification. Because you will be responsible for paying any income tax due as a result of this loan modification, you may wish to consult a tax advisor before accepting this loan modification.

Mohammad Aslam  
Borrower - MOHAMMAD ASLAM

Date: 2/22/22

Aliya Mirza  
Borrower - ALIYA MIRZA

Date: 2/22/22

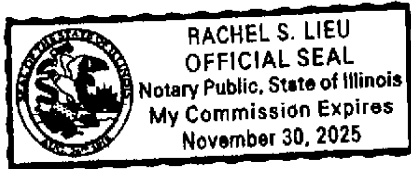
### ACKNOWLEDGMENT

State of IL

County of COOK

§  
§  
§

The foregoing instrument was acknowledged before me this 02/22/2022 by **MOHAMMAD ASLAM AND ALIYA MIRZA**



(Seal)

Rachel S. Lieu  
Signature of Person Taking Acknowledgment

RACHEL S. LIEU  
Printed Name

Notary  
Title or Rank

Serial Number, if any: 715739



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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
Select Portfolio Servicing, Inc

By: Adilene Delgado MAR 09 2022  
-Lender Date of Lender's Signature

Doc. Control Officer Adilene Delgado  
ACKNOWLEDGMENT

State of Utah §  
County of Salt Lake §  
§

On this 09 day of MARCH 2022, personally appeared before me

Adilene Delgado  
whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Document Control Officer of Select Portfolio Servicing, Inc and that said document was signed by him/her on behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors,) and said Document Control Officer acknowledged to me that said Corporation executed the same.

Cynthia May  
Signature of Notary Public

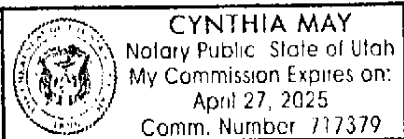
Cynthia May

Printed Name

State of Utah  
County of Salt Lake

Residing at:

My Commission Expires: APR 27 2025



(Seal)



**UNOFFICIAL COPY****EXHIBIT A****BORROWER(S): MOHAMMAD ASLAM AND ALIYA MIRZA****LOAN NUMBER: 0023989890****LEGAL DESCRIPTION:****STATE OF ILLINOIS, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:**

**PROPERTY ADDRESS: 8654 GREGORY LANE, UNIT F, DES PLAINES IL 60016 LEGAL DESCRIPTION: UNIT 148 AS DELINEATED ON THE SURVEY OF CERTAIN LOTS IN CHARLES INSOLIA AND SONS SUBDIVISION, BEING A PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF THE CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 77135 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MARCH 26, 1973 AS DOCUMENT NUMBER 12267775, TOGETHER WITH THE PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS THE SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY. PERMANENT INDEX NO.: 09-11-309-028-1148**

**Permanent Index Number: 09-11-309-028-1148****ALSO KNOWN AS: 8654 GREGORY UNIT F, DES PLAINES, IL 60016**