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Doc#: 2208104175 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/22/2022 09:44 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:
M&T Bank
475 Crosspoint Pkwy
Getzville, NY 14068

Permanent Index Number: 12-36-409-052-0000

[Space Above This Line For Recording Data]

FHA/VA Case No.: 001380258184702
57574
Investor Loan No: 0224677416

20376996 M7

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 5th day of January, 2022, between BEN S. HIGGS AND NICOLE ALICE HIGGS, HUSBAND AND WIFE ("Borrower") and M&T BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated September 27, 2019, in the amount of \$374,440.00 and recorded on October 15, 2019 in Book, Volume, or Liber No. , at Page (or as Instrument No. 1928957672), 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
1821 N 75TH CT, ELMWOOD PARK, IL 60707
(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 **January 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$336,408.24**, 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. **\$1,418.31**, 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 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.

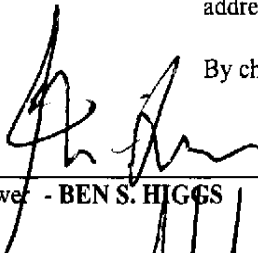
- c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

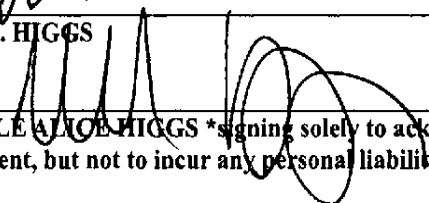
Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

- 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 .


 Borrower - **BEN S. HIGGS**


 Borrower - **NICOLE ALICE HIGGS** *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date: 2/21/22

Date: 2/21/22

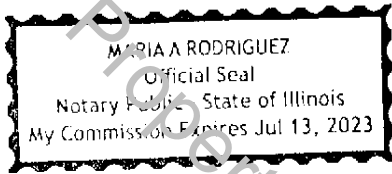


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ACKNOWLEDGMENT

State of ILLINOIS §
County of COOK §

The foregoing instrument was acknowledged before me this 21st of February, 2022 by **BEN S. HIGGS AND NICOLE ALICE HIGGS.**



Maria A Rodriguez
Signature of Person Taking Acknowledgment
Maria A. Rodriguez
Printed Name
Notary
Title or Rank

(Seal)

Serial Number, if any: _____



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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
M&T BANK

By: Erika K Snyder -Lender 2/23/2022 Date of Lender's Signature

ACKNOWLEDGMENT

State of New York §
County of Erie §
§

On this 23rd day of February in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Erika K Snyder the BANKING OFFICER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) whose name is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies) and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gretzville in New York Erie County
(insert the city or other political subdivision) (and insert the State and County or other place the acknowledgment was taken)

Alexandria Fisher
Signature of Individual Taking Acknowledgment

ALEXANDRIA FISHER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI6379990
Qualified In Erie County
My Commission Expires 08-27-2022

Printed Name

Office of Individual Taking Acknowledgment

(Seal)

My Commission Expires



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EXHIBIT A

BORROWER(S): BEN S. HIGGS AND NICOLE ALICE HIGGS, HUSBAND AND WIFE

LOAN NUMBER: 0032722233

LEGAL DESCRIPTION:

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

THE SOUTH 1/2 OF THE SOUTH 1/2 OF LOT 8 (EXCEPT THE EAST 8 FEET THEREOF TAKEN FOR ALLEY) IN BLOCK 19 IN MILLS AND SON'S GREEN FIELDS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index Number: 12-36-409-052-0000

ALSO KNOWN AS: 1821 N 75TH CT, ELMWOOD PARK, IL 60707



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Loan No.: 0032722233

SAME NAME ADDENDUM

THIS ADDENDUM is made this **5th** day of **January, 2022**, and is incorporated into and shall be deemed to amend and supplement the instrument of the same date, given by **NICOLE ALICE HIGGS** (the "Borrower") which modifies the Borrower's Note and Security Instrument to **M&T BANK** and covers the property located at:

1821 N 75TH CT, ELMWOOD PARK, IL 60707

[Property Address]

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

1. Borrower is the same person named in the Note and the Security Instrument.
2. Borrower is one and the same person as: **AKA NICOLE HIGGS**
3. The signature below is Borrower's true and exact signature for execution of the instrument.
4. Borrower understands that this statement is given as a material inducement to cause Lender to make the Agreement to Borrower that any false statement, misrepresentations or materials 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

(Seal)

Lender

NICOLE ALICE HIGGS

(Seal)

-Borrower

By: Erika K Snyder

Printed Name: Erika K Snyder
Banking Officer

Its: _____

