

# UNOFFICIAL COPY

Doc#: 2208417045 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 03/25/2022 10:29 AM Pg: 1 of 8

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: 15-15-213-009-0000

*[Space Above This Line For Recording Data]*

20457018 M7

210451018

FHA Case #: 001376847707703

95989

Investor Loan No: 0209494746

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

This Loan Modification Agreement ("Agreement"), made this 17th day of February, 2022, between **MONIQUE S. PRIDE AND SPOUSE, MARCUS PAYNE** ("Borrower") and **LAKEVIEW LOAN SERVICING, LLC BY ITS ATTORNEY-IN-FACT M&T BANK** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **September 28, 2012**, in the amount of **\$141,882.00** and recorded on **October 11, 2012** in Book, Volume, or Liber No. \_\_\_\_\_, at Page \_\_\_\_\_ (or as Instrument No. **1228555091**), 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

**1235 S 13TH AVE, MAYWOOD, IL 60153**  
(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):



\* 0 1 0 1 1 9 8 1 3 3 \*

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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. **\$118,127.65**, 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. **\$498.03**, 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.
- 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 .

*Monique S. Pride*  
 Borrower - **MONIQUE S. PRIDE**

Date: 03/03/2022

*Marcus Payne*  
 Borrower - **MARCUS PAYNE \*SIGNING SOLELY TO  
 ACKNOWLEDGE THIS AGREEMENT, BUT NOT TO  
 INCUR ANY PERSONAL LIABILITY FOR THE DEBT**

Date: 3/3/2022



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## ACKNOWLEDGMENT

State of ILLINOIS

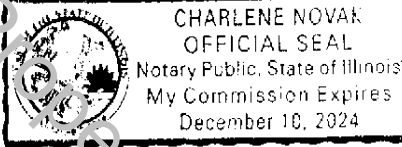
County of COOK

§  
§  
§

The foregoing instrument was acknowledged before me this MARCH 3RD, 2022 by **MONIQUE S. PRIDE AND MARCUS PAYNE.**

*Charlene Novak*

Signature of Person Taking Acknowledgment



CHARLENE NOVAK

Printed Name

NOTARY

Title or Rank

(Seal)

Serial Number, if any: 557115 COMMISSION #



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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
LAKEVIEW LOAN SERVICING, LLC BY ITS ATTORNEY-IN-FACT M&T BANK

By: Erika K Snyder 3/9/2022  
-Lender Date of Lender's Signature  
Erika K Snyder  
Banking Officer

### ACKNOWLEDGMENT

State of NEW YORK §  
County of One §  
§

On this 9<sup>th</sup> day of MARCH 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.

Gutzwiller in NEW YORK STATE, One county  
(insert the city or other political subdivision) (and insert the State and County or other place the acknowledgment was taken)

JENNIFER MEIGS  
NOTARY PUBLIC STATE OF NEW YORK  
NIAGARA COUNTY  
LIC. #01ME6419160  
COMM. EXP. 06/28/2025

[Signature]  
Signature of Individual Taking Acknowledgment

Printed Name

Office of Individual Taking Acknowledgment

My Commission Expires:

(Seal)



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## EXHIBIT A

**BORROWER(S): MONIQUE S. PRIDE AND SPOUSE, MARCUS PAYNE**

**LOAN NUMBER: 0101198133**

**LEGAL DESCRIPTION:**

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

**THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: PERMANENT INDEX NO.: 15-15-213-009 LOT 28 IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION RESUBDIVISION OF LOTS 29, 30, 58, 59, 84 AND 87 TO 91 ALSO THE SOUTHWESTERLY 35 FEET OF LOT "A" ALL IN SEMINARY ADDITION TO MAYWOOD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**Permanent Index Number: 15-15-213-009-0000**

**ALSO KNOWN AS: 1235 S 13TH AVE, MAYWOOD, IL 60153**



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Loan No.: 0101198133

## BANKRUPTCY DISCLOSURE RIDER

THIS BANKRUPTCY DISCLOSURE RIDER is given on the 17th day of February, 2022, and is incorporated into and shall be deemed to amend and supplement the Note and Security Instrument "Mortgage/Deed of Trust" of the same date made by **MONIQUE S. PRIDE AND MARCUS PAYNE** (the "Borrower") and **LAKEVIEW LOAN SERVICING, LLC BY ITS ATTORNEY-IN-FACT M&T BANK** (the "Lender"), covering the property described in the Note and Security Instrument located at:

**1235 S 13TH AVE, MAYWOOD, IL 60153**

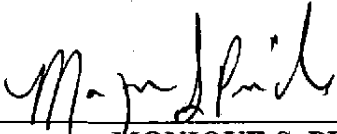
In addition to covenants and agreements made in the Note and Security Instrument, Borrower and Lender covenant and agree as follows:

1. Borrower was discharged in a Chapter 7 bankruptcy proceeding **AFTER** the execution of that one certain Note and Security Instrument in the amount of **\$141,882.00** dated **September 28, 2012**, recorded **October 11, 2012** in Book **N/A**, Page **N/A**, Instrument No.: **1228555091**, in **COOK, ILLINOIS**.
2. Borrower has or reasonably expects to have the ability to comply with the terms specified in the Note and Security Instrument.
3. The Note and Security Instrument was entered into consensually and will not effect the discharge of Borrower's personal liability with respect to any amount payable under the Note, identified in Paragraph 1, which Note represents a portion of the Note – discharged debt – and, nothing herein shall be construed to impose liability to repay any such obligations where any obligations have been so discharged.
4. Borrower understands and acknowledges that Borrower has had an opportunity to consult an attorney of Borrower's own choosing before Borrower executed the Note, Security Instrument and this Bankruptcy Disclosure Rider, and Borrower has either consulted with an attorney or has declined the opportunity to consult with an attorney.

Except as otherwise specifically provided in this Bankruptcy Disclosure Rider, the terms of the Note and Security Instrument will remain unchanged and in full effect.


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Loan No.: 0101198133



Borrower MONIQUE S. PRIDE

Date: 03/03/2022



Borrower **- MARCUS PAYNE \*SIGNING SOLELY TO  
ACKNOWLEDGE THIS AGREEMENT, BUT  
NOT TO INCUR ANY PERSONAL  
LIABILITY FOR THE DEBT**

Date: 3/3/2022

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