Doc#. 2209012106 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 03/31/2022 02:32 PM Pg: 1 of 7

This Document Prepared By:
MONICA VEL.
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
ANAHEIM, CA 92800
1-866-874-5860

When Recorded Mail To:
CARRINGTON MORTGAGE SER VICES, LLC
C/O LOSS MITIGATION POST CLOSING DEPARTMENT
1600 SOUTH DOUGLASS ROAD, SUIT 200A
ANAHEIM, CA 92806

Tax/Parcel #: 15-14-301-010

[Space Above This Line for Recording Data]

Original Principal Amount: \$140,931.00 Unpaid Principal Amount: \$116,695.88 New Principal Amount: \$123,425.33

New Money (Cap): \$6,729.45

FHA/VA/RHS Case No: FR1376076288703 L.an No: 7000307776

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 1ST day of MARCH, 2022, between TRACY DENISE WRIGHT ("Borrower"), whose address is 1835 S 8TH AVE, MAYWOOD ILLINOIS 60153 and WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF SCANWICH MORTGAGE LOAN TRUST I BY CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY IN FACT ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated NOVEMBER 12, 2010 and recorded on DECEMBER 2, 2010 in INSTRUMENT NO. 1033656003, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$140,931.00, 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

## 1835 S 8TH AVE, MAYWOOD, ILLINOIS 60153

the real property described is located in COOK County, ILLINOIS and 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):

- 1. As of, MARCH 1, 2022 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$123,425.33, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$6,729.45 and other amounts capitalized, which is limited to escrows and try legal fees and related foreclosure costs that may have been accrued for work completed. This Unpaid Principal Balance has been reduced by the HUD Partial Claim amount of \$29,173.97.
- 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 3.5000%, from MARCH 1, 2022. The yearly rate of 3.5000% with remain in effect until principal and interest are paid in full.
  - Borrower promises to make the to al modified monthly mortgage payment of U.S. \$1,351.55, beginning on the 1ST day of APRIL, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. \$554.24, plus payments for property tax s, hazard insurance, and any other permissible escrow items of US \$797.31. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes incurance, or any other permissible escrow items. The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly. If on MARCH 1, 2052 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, is 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.
  - If the Lender exercises this option, the Lender shall give the Borrower notice of acceptation. The notice shall provide a period of not less than 30 days from the date the notice is delivered or acceptation. The notice shall provide a period of not less than 30 days from the date the notice is delivered or accept within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
- 4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage, nor is it on attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage.
- 6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agree next which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, ard assigns of the Borrower.
- 8. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the Modification Effective Date, may be charged to the account at a rate date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.



IneWitness Whereof, I have executed this Agreement.
Trany Denise Wild 3/15/2002
Borrower: TRACY DENISE WRIGHT U
[Space Below This Line for Acknowledgments]
BORROWER ACKNOWLEDGMENT
State of ILLINOIS
Country of COOK
County of CODK
This instrumer, was acknowledged before me on MARCH 15 2022
(date) by TRACY DENISE WRIGHT (name/s of person/s acknowledged).
(date) by INACT DENTISE WRIGHT (name) s of persons deknowledged).
May Char
Notary Public
(Seal) MARY R GLENN
Printed Name: Official Seal Notary Public - State of Illinois
May Commission Expires Jun 21, 2025
June 21, 2025
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7.0
My Commission expires:  June 21, 2025

In Witness Whereof, the Lender has executed this Agreement.

	VINGS FUND SOCIETY, FSB, A			
ATTORNEY IN FA	Y CARRINGTON MORTGAGE CT	SERVICES, LLC A	S SERVICER AND	
	77		MAR 2 8 2022	
By	(print name)	)	Date	
	(title)			
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truthfulness, accu	racy, or validity of that docur	nent.		
State of				
County of				
On	before me		Notary	
Public, personally	y appeared		, who proved to me on	
the basis of satisf	actory evidence to be the pers	on(s) whose name	e(s) is/are subscribed to the	ie
within instrument	t and acknowledged to me tha	Le/she/they exec	uted the same in	
his/her/their author	orized capacity(ies), and that/	by his/her/their sig	nature(s) on the instrume	nt
	the entity upon behalf of which			
instrument.				
▼ · · · · · · · · · · · · · · · · · · ·	ENALTY OF PERJURY unde	r the laws of the S	tate of California that the	
foregoing paragra	aph is true and correct.		$T_{\lambda}$	
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Signature		MUCHED.	C <sub>C</sub>	(Seal)
Sig	nature of Notary Public		C	

## **CALIFORNIA ALL-PURPOSE** CERTIFICATE OF ACKNOWLEDGMENT

the document to which this certification	repleting this certificate is attached, and	cate verifies only the identity of not the truthfulness, accuracy, o	f the individual who signed r validity of that document.
State of California	}}		
County of Orange	}}		
On 03/28/2022 before me,	MARK	M. CASTILLO	NOTARY PUBL
	TERRENCE	(Here insert name and title of the office	et .
who proved to me on the basis of satist			
within instrument and acknowledged to and that by his/her/their signature (s) or acted, executed the instrument.  I certify under PENALTY OF PERJURANT CORRECT.	the instrument the	e person(s), or the entity upon b	ehalf of which the person(s)
WITNESS my hand and official seal  Notary Public Signature MARK M. CA	2 4	Notan Com	RK M. CASTILLO y Public - California Prange County mission = 2362365 i. Expires Jun 24, 2025
ADDITIONAL OPTIONAL IN			COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHE		This form complies with current 0 wording and, if ne ded. should be	California statutes regarding notary e completed and attached to the n other states may be completed for e so long as the wording does not
(Title or description of attached document)		State and County informatio the document signer(s) personal acknowledgment.  Date of notarization must be the	must be the State and County when ly a peared before the notary public for date this the signer(s) personally appea
(Title or description of attached document con	linued )	The notary public must print his	te the acknowler anent is completed.  or her name as it appears within his or
Number of Pages Document Da	nie	Print the name(s) of document s of notarization.	na and then your thie (notary public). igner(s) who persor ally appear at the til slural forms by crossing of incorrect fo
CAPACITY CLAIMED BY THE SIG	INER	(i.e. he/she/they, is/are) or circlir indicate this information may le The notary seal impression mus	ig the correct forms. Failure to correctly ad to rejection of document recording, the clear and photographically.
Individual(s)  Corporate Officer		reproductore impression must re smudges, re-seal if a sufficient a acknowledgment form Signature of the potary public in	ot cover text or lines. If seal impression area permits, otherwise complete a differ out match the signature on file with the
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☐ Parther(s) ☐ Attorney-in-Fact			used or attached to a different document thed document, number of pages and da d by the signer. If the claimed capacity
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# **UNOFFICIAL COPY**

## **EXHIBIT A**

BORROWER(S): TRACY DENISE WRIGHT

**LOAN NUMBER: 7000307776** 

**LEGAL DESCRIPTION:** 

The land referred to in this document is situated in the CITY OF MAYWOOD, COUNTY OF COOK, STATE O' I'LLINOIS, and described as follows:

THE SOUTH of REET OF LOT 39 IN FRANK C. WOOD'S ADDITION TO MAYWOOD, BEING A SUBDIVISION OF 13'E WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, LAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS

ALSO KNOWN AS: 1835 S 8TH AVE, MAYWOOD, ILLINOIS 60153

