Doc#. 2209742240 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 04/07/2022 02:10 PM Pg: 1 of 7

This Document Prepared By:
BRANDY MANGALINDAN
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
ANAHEIM, CA 92800
1-866-874-5860

When Recorded Mail To:
CARRINGTON MORTGAGE SI RVICES, LLC
C/O LOSS MITIGATION POST CL()S'NG DEPARTMENT
1600 SOUTH DOUGLASS ROAD, SUIT E 200A
ANAHEIM, CA 92806

Tax/Parcel #: 25-16-120-007-0000

[Space Above This Live for Recording Data]

Original Principal Amount: \$88,369.00 Unpaid Principal Amount: \$79,401.30 New Principal Amount: \$69,404.01

New Money (Cap): \$0.00

FHA/VA/RHS Case No: FR1378558637703 Lean No: 4000649254

LOAN MODIFICATION AGREEMENT (MCRTGAGE)

This Loan Modification Agreement ("Agreement"), made this 19TH day of FE 3RUARY, 2022, between CHIQUITA ARMFIELD, A NEVER MARRIED WOMAN ("Borrower"), whose address is 10523 S NORMALAVE, CHICAGO, ILLINOIS 60628 and WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF TAMARACK MORTGAGE LOAN TRUST A, 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 JUNE 28, 2016 and recorded on AUGUST 9, 2016 in INSTRUMENT NO. 1622242030, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$88,369.00, 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

10523 S NORMAL AVE, CHICAGO, ILLINOIS 60628

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 (1) 1ARCH 1, 2022 the amount payable under the Note and the Security Instrument (the "Unpaid Principa! Balance") is U.S. \$69,404.01, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$0.00 and other amounts capitalized, which is limited to escrows and any legal "ees 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 \$13,707.05.
- 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% will emain in effect until principal and interest are paid in full.
 - Borrower promises to make the total modified monthly mortgage payment of U.S. \$608.93, 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. \$311.66, plus payments for property axes, hazard insurance, and any other permissible escrow items of US \$297.27. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items. The escrow payments may be adjusted periodically in escandance with applicable law and therefore the total monthly payment may change accordingly. If on MAPCH 1, 2052 (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 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 on this Security Instrument.
 - If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered of mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower was 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 an 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 Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and 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 relater 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 care the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.



In Witness Whereof, I have executed this Agreement.	
I figure Consula	3-26-22
Borrower: CHIQUITA ARMFIELD	Date
[Space Below This Line for Acknowledgments]	<u> </u>
BORROWER ACKNOWLEDGMENT State of ILLINOIS	
County of Cook	
	, 2022
(date) by CHIO, ITA ARMFIELD (name/s of person/s acknowledge	a).
huffe f	
Notary Public	
(Seal) Printed Name: Novella Felton OFFIC	CIAL SEAL
NOVEL	LA FELTON
My Commission avairage	1 OT 1 TO 4 - "
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	O _{/Sc}
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	-C

In Witness Whereof, the Lender has executed this Agreement.

WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRU LOAN TRUST A, BY CARRINGTON MORTGAGE SERV ATTORNEY IN FACT	ICES, LLC AS SERVICER AND
By (print name) errence Mor'ey, Director, Loss Mitigation (title) forming LLC Attorney in Fact	APR 0 4 2022 Date
arrington Mr. 13 age Services, LLC Attorney in Fact [Space Below This Line for Ackr	nowledgments]
LENDER A C) SNOWLEDGMENT	
A notary public or other officer completing this certifindividual who signed the document to which this certifitruthfulness, accuracy, or validity of that document.	
State of) County of	
Onbefore me Public, personally appeared the basis of satisfactory evidence to be the per so 1(s) within instrument and acknowledged to me that 'le/sh his/her/their authorized capacity(ies), and that by nis/ the person(s), or the entity upon behalf of which the pinstrument. I certify under PENALTY OF PERJURY under the laforegoing paragraph is true and correct.	ne/they executed the same in her/their signature(s) on the instrument or son(s) acted, executed the
WITNESS my hand and official seal.	TSO
Signature Signature of Notary Public	See attached (See

Carrington Custom HUD-HAMP 05312021_467

4000649254

2209742240 Page: 6 of 7

UNOFFICIAL COPY

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other office 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 Orange }		
On <u>04/04/20?2</u> before me,	JUAN R. FELIX	NOTARY PUBLIC
	(Here insert name and title of the office	ed
personally appeare 1	RRENCE MORLEY	
who proved to me or the basis of satisfactory within instrument and acting wledged to me the and that by his/her/their signatu. E(s) on the insacted, executed the instrument.	at he/she/they executed the same in his/her/	their authorized capacity(ies),
I certify under PENALTY OF PERJUCY and and correct.	er the laws of the State of California that the	JUAN R. FELIX
WITNESS my hand and official seal.	MM12	COMM.# 2256723 SINOTARY PUBLIC - CALIFORNIA SILOS ANGELES COUNTY SIMULATION SILOS ANGELES AUG. 31, 2022
Notary Public Signature JUAN R. FELIX	(Notary Public Seal)	
ADDITIONAL OPTIONAL INFORM	ATION DESTRUCTIONS FOR C	OMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOC	wording and, if nee sea should be	nother states may be completed for eso long as the wording does not
(Title or description of attached document)	the document signer(s) person, lacknowledgment Date of notarization must be the	must be the State and County where a appeared before the notary public for date that the superiss) personally appeared
(Title or description of attached document continued.)	The notary public must print his	e the ack rowled giment is completed or her name of appears within his or her na and then voya to a inotary publica
Number of Pages Document Date	Print the name(s) of document si of notarization	gner(s) who person dy appear at the time
CAPACITY CLAIMED BY THE SIGNER	(i.e. he/she/they, is/are) or circlin	dural forms by crossing e Theoriect forms by the correct forms. Failure to correctly ad to rejection of document recording
	The notary seal impression must	be clear and photographically
	smudges, re-seal if a sufficient a	of cover text or lines. If seal impression rea permits, otherwise complete a different
☐ Corporate Officer		ust match the signature on file with the
(Title)	office of the county clerk	or required but could help to ensure this
□ Pagner(s)	acknowledgment is not misc	ised or attached to a different document hed document number of pages and date
Lattorney-in-Fact	Indicate the capacity claimer	d by the signer. If the claimed capacity
Trustee(s)	· ·	le the title (i.e. CEO, CLO, Secretary) the signed document with a staple
/ Γ ω		

OrderID-454175

2209742240 Page: 7 of 7

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EXHIBIT A

BORROWER(S): CHIQUITA ARMFIELD, A NEVER MARRIED WOMAN

LOAN NUMBER: 4000649254

LEGAL DESCRIPTION:

The lar.direferred to in this document is situated in the CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, and described as follows:

LOT 31 IN BY OCK 14 IN TENINGA BROTHERS AND COMPANY'S 5TH BELLEVUE ADDITION TO ROSELAND LIVING A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 1/2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO KNOWN AS: 10523 S NOP ITAL AVE, CHICAGO, ILLINOIS 60628

