Doc#. 2217933309 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 06/28/2022 01:19 PM Pg: 1 of 8

After Recording Return To: RUTH RUHL, i. C. Attn: Recording Denartment 12700 Park Central Drive, Suite 850 Dallas, Texas 75251

Prepared By: RUTH RUHL, P.C. 12700 Park Central Drive, Suite 850 Dallas, Texas 75251, and Co-Counsel Lee Scott Perres, PC 29 North Wacker Drive, Suite 1010 Chicago, Illinois 60606

Space Above This I ine For Recording Data

Loan No.: 0039944301

Investor Loan No.: 1698435827

#### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rat :)

This Loan Modification Agreement ("Agreement"), made this 11th day of May, 2022, between JUAN SOLORIO, A MARRIED PERSON and VITALINA SOLORIO, whose address is 2263 1 RAIRIE STREET, BLUE ISLAND, Illinois 60406 ("Borrower/Grantor") and New Residential Mortgage, LLC, by Loar Care LLC, as Agent under Limited POA, whose address is 3637 Sentara Way, Virginia Beach, Virginia 23452 ("Le.,der/Grantee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument.") dated April 8th, 2005, recorded April 22nd, 2005, and recorded in Book/Liber N/A, Page N/A, Instrument No. 0511205039, of the Official Records of COOK County, Illinois, and (2) the Note, bearing the same date as, and secure 1 by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 2263 PRAIRIE STREET, BLUE ISLAND, Illinois 60406.

Loan No.: 0039944301

the real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
SEE EXHIBIT "B" 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 June 1st, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$99,520.23, consisting of the unpaid amount(s) loaned to Borrower by Lender plus ary interest and other amounts capitalized.
- 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 3.125%, from May 1st, 2022. Borrower promises to ma'e nonthly payments of principal and interest of U.S. \$363.47, beginning on the 1st day of June, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.325% will remain in effect until principal and interest are paid in full. If on May 1st, 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 bone ficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require it imediate 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, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrowitems, impounds, and all ther 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 specified date in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (f 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 is surprent 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.

Loan No.: 0039944301

- 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 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 Vote and Security Instrument.
- (d) An 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 stipulate to therwise 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.
- Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, add ess, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) accour to lauces and activity, including information about any modification or foreclosure relief programs, with Third Partics that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support ser ices related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, tate or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or ervices 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 Part'es 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 we'r messaging .

- 6. If applicable, by this paragraph, Lender is notifying Borrower had any prior waiver by Lender of Borrower's obligations to pay to Lender Funds for any or all Escrow Items is hereby recoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
- 7. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amo ints due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encurior rance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all incurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (c) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a

Loan No.: 0039944301

waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with application low.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including I ender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender

shall not clarge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RLSPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under KESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loga Documents, Lender shall promptly refund Borrower any Funds held by Lender.

Loan No.: 0039944301	
06.09.2022 Date	Sular Solorio (Seal) JUAN SOLORIO -Borrower
06.09- 2022 Date	VITALINA SOLORIO, signing solely to -Borrower acknowledge this Agreement, but not to incur any personal liability for the debt
Date	(Seal)Borrower
Date	(Seal) -Borrower
BORROV/F.P. Ac	CKNOWLEDGMENT
State of 14405 §  County of 606 §	
On this 9 day of JUNE NUBIA CHAVEZ [na personally appeared JUAN SOLORIO and VITALIN	me of notary). Notary Public in and for said state, A SOLORIO
[name of person acknowledged], known to me to be the acknowledged to me that he/she/they executed the same	e person who executed the within instrument, and e for the purpose therein state.
(Seal)	No ay Signature
NUBIA CHAVEZ Official Seal Notary Public - State of Illinois My Commission Evolution	Type or Print Name of Notary  Notary Public, State of LLING IS
My Commission Expires Feb 3, 2024	Notary Public, State of \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

Page 5 of 6

ACKNOWLEDGMENT (ILLINOIS)

Loan No.: 0039944301	
LoanCare, LLC, as Agent under Limited	6/14/22
POA for New Residential Mortgage, -Lender LLC	-Date
By: ANESSA ASHFORD	
Its: Assistant Secretary	
Ox	
· C	
004	
$\tau_{c}$	
<b></b>	
	KNOWI EDGMENT
State of Virginia §	20
County of Virginia Beach City §	
On this day of June Jacqueline VanDerMiller Iname of no	otary], a Notary Public in and for seid state, personally
appeared VANESSA ASHFORD  (name of officer or agent title of officer or agent) of	Assistant Secretary LoanCare, LLC, as Agent under Limited POA for New
Residential Mortgage, LLC	Loancare, DDC, as Agent under Limit; a POA for New
CNOWN to me to be the nercon who executed the within	, [name of entity]
hat he/she/they executed the same for the purpose there	instrument on behalf of said entity, and acknowledged to me
Incoupling VanDerMiller	1 0 11 0
Jacqueline VanDerMiller  Beal) NOTARY PUBLIC  REGISTRATION # 7072485	Jasqueline Vanter Miller
COMMONWEALTH OF VIRGINIA	Jacqueline VanDerMiller  Notary Signature
MY COMMISSION EXPIRES JULY 31, 4023	Type or Print Name of Notary
	Notary Public, State of VIRGINIA
	My Commission Expires: 4 3 3 3c 23

Page 6 of 6

ACKNOWLEDGMENT (ILLINOIS)

2217933309 Page: 7 of 8

## **UNOFFICIAL COPY**

#### **EXHIBIT "A"**

LOT 8 (EXCEPT THE EAST 5 FEET THEREOF) AND THE EAST 5 FEET OF LOT 9 (EXCEPT THE 7-1/2 FEET OF THE SOUTH END OF SAID LOTS FOR AN ALLEY) IN H.L. BRIDGMAN'S SUBDIVISION OF LOTS 45 AND 46 IN J.P. YOUNG'S SECOND ADDITION TO BLUE ISALDN IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

DOOP OF Parcel ID Number:

25-31-105-005

which currently has the address of

[Street]

2263 PRATRIE STREET BLUE ISLAND

County Clerk's Office

[Zip Code]

("Property Address"):

Loan No.: 0039944301

## EXHIBIT "B" PRIOR LOAN MODIFICATION AGREEMENT

The Security Instrument was previously modified by a Loan Modification Agreement dated January 17th, 2019, recorded on February 25th, 2019, in Liber or 300k N/A, Page N/A, Instrument No. 1905649425, of the Official Records of COO!. County/Parish, Illinois.