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Doc#. 2218101274 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 06/30/2022 10:48 AM Pg: 1 of 9

After recording please mail to: ServiceLink Attn: Loan Modification Solutions 3220 El Camino Real Irvine, CA 92602

This instrument was prepared by: Shellpoint Mortgage Servicing 55 Beattie Place Suite 110 (MS 157) Greenville, SC 25601

Permanent Index Number: 29-11-125-074-0000

-[Nacce Above This Line For Recording Data]-

Loan No: 0578882704

X 7005 9096-Se

Investor Loan No: 4015112718

# LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 26th day of May, 2022, between OSCAR LUKES JR ("Borrower") and NewRez LLC d/b/a Shellpoint Mortgage Servicing ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated June 6, 2018, in the amount of \$142,500.00 and recorded on June 22, 2018 in Book, Volume, or Liber No. , at Page (or as Instrument No. 1817333153), of the Official (Name of Records) Records of COOK, ILLINOIS (County and State, or other jurisdiction) and (2) the No e, 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

14823 ELLIS AVE, DOLTON, IL 60419

(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

• LOAN MODIFICATION AGREEMENT RIDER

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):

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
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- 1. As of August 1, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$135,315.95, 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 4.500% from July 1, 2022. Borrower promises to pay monthly payments of principal and interest of \$608.33 beginning on the 1st day of August, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The new Maturity Date will be July 1, 2062. Borrower's payment schedule for the modified Loan is as follows:

No. of Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begin Date
480	4.500%	07/01/2022	\$608.33	\$957.83	\$1,566.16	08/01/2022
		9.		May adjust periodically	May adjust periodically	

<sup>\*</sup>The escrow payment may be adjusted periodically in accordance with applicable law; Therefore, my total monthly payment may change accordingly.

- 3. If all or any part of 'ne 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 writter consent, Lender may require immediate payment in full of all sums secured by this Security Instrume.
  - 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 secreted by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 4. Borrower also will comply with all other covenants, ag eements, and requirements of the Security Instrument, including without limitation, Borrower's coverants and agreements to make all payments of taxes, insurance premiums, assessments, escrew 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, including, where applicable, the Timely Payment Rewards ate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially

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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 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 Sourity Instrument, unless stipulated otherwise by Lender.
- e) Borrower agrees to make an 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, hall bind and inure to the heirs, executors, administrators, and assigns of the Borroy er.
- 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 randification or foreclosure relief programs, with Third Parties that can assist Lender and Ecrower 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 grarantor, 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 companie) 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.

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137	CHECKNIII 2 I.II	HS DUA.	DUILLINGEL AING	CONSUME TO DUME	COMMACION DV ICAL	IIICSSGEIIIE I

\* 0 5 7 8 8 8 2 7 0 4 \*

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6.

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 amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance 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 (e) 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 pern waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such pe, ment within such time period as Lender may require. Borrower's obligation to make such payment and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained ir, the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. M Borrower is obligated to pay Escrow Items directly, pursuant to a 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 lander can require under RESPA. Lender shall estimate the amount of Funds due on the basis of larger that and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an insufation 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 charge 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 Yer ds 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 RESPA. 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 RESPA, Lender shall notify Borrower as required by RESPA, and

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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 to Borrower any	in full of all sums secured by the Loan Do y Funds held by Lender.	ocuments, Lender shall promptly refund
Borrower - OSCAR LUKE	sinkes An	Date: <u>lo /0</u> ) <u>12</u>
27	ACKNOWLEDGMENT	
State of	§ § 8	(
	nt was acknowledged before me this	Junior 6
"OFFICIAL SEAL" LON GOODMAN NOTARY PUBLIC, STATE OF ILLINOIS	Signature of Person Ta	aking Acknowledgment
My Commission Expires 09/23/2025	Printed Name  Title or a sale	
(Seal)	Serial Number, France	) 
		Clort's Orgina
		750
		-0

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# **UNOFFICIAL COPY**

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE NewRez LLC d/b/a Shellpoint Mortgage Servicing

By:	•	JUN 1 6 2022
,	-Lender Date of Len	nder's Signature
Alan N. Grover Jr., Supervisor		
♠	ACKNOWLEDGMENT	
State of South Carolina Greenville	§ §	
County of	§	
The foregoing just ment was ac	knowledged before me this	JUN 1 6 2022 by
The foregoing instrument was ac Alar, N. Gro Shellpoint Mortgage Servicing a ronnsy	vivania Corporation, on behalf o	of <b>NewRez LLC d/b/a</b> f the Corporation.
JANIESE TERRY-CALWILE	Signature of Person T	aking Acknowledgment
NOTARY PUBLIC		JANIESE TERRY-CALWILE NOTARY PUBLIC
MY COMMISSION EXPIRES 01-08-2031	Pr.nted Name	SOUTH CAROLINA
	Title or Rank	MY COMMISSION EXPIRES 01-08-2031
	Serial Number, it any	
(Seal)	My Commission Exp	ires:
		ires/ - Common of the common o

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# **UNOFFICIAL COPY**

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE NewRez LLC d/b/a Shellpoint Mortgage Servicing

By:		ال	UN 1 6 2022
1 O mandana	-Lender	Date of Lender	r's Signature
Alan N. Grover Jr., Supervisor			
A	CKNOWLE	DGMENT	
State of Sovin Carolina	§ e		
County of Green /ille	8 §		
The foregoing instrument was acknow	vledged befor	e me this	JUN 16 2022 by
AlariN. Grove Shellpoint Mortgage Servicing Transylvan	r Jr. Sur	ervisor	of NewRez LLC d/b/a
C		XX	ng Acknowledgment
JANIESE TERRY-CALWILE NOTARY PUBLIC	4		JANIESE TERRY-CALWILE
SOUTH CAROLINA	Printed	Name	NOTARY PUBLIC
MY COMMISSION EXPIRES 01-08-2031	C	U.	SOUTH CAROLINA MY COMMISSION EXPIRES 01-08-2031
-	Title or	Rank	
	Serial N	lumber, it any:	
(Seal)	My Co	nmission Expires	<u>'</u>
(Sear)	My Coi	minission Expires	Continue of the continue of th
			CO

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#### EXHIBIT A

**BORROWER(S): OSCAR LUKES JR** 

LOAN NUMBER: 0578882704

LEGAL DESCRIPTION:

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

LOT 30 (EXCEPT THE NORTH 26 FEET THEREOF), LOT 31 AND THE NORTH 17 FEET OF LOT 32 IN BLOCK 1 TOG). THER WITH, THAT PART OF THE WEST 1/2 OF THE NORTH SOUTH HERETOFORE VACATED 16 FOOT WIDE ALLEY, LYING SOUTH OF THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 30 (EXCEPT THE NORTH 26.00 FEET THEREOF) AND LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE NORTH 17.00 FEET OF LOT 32 ALL IN BLOCK 1 IN GREENWOOD TERRACE, BEING A RESUBDIVISION OF BLOCKS 1, 2, 4, 5 AND 6 IN BLOCK 3 (EXCEPT LOTS 29 TO 36) OF THE SUBDIVISION OF PART THE SQU.

CCTION 11, TOWN.

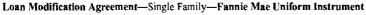
OGETHER WITH LOT 1 C.

ORTHWEST 1/4 OF SECTION 11,.

25-074-0000

Permanent Index Number: 29-11-125-074-0000

ALSO KNOWN AS: 14823 ELLIS AVE, DOLTON, IL 60/19 OF THE SOUTH 25 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF NORTHWEST 1/4 OF SECTION 11, ALL IN GOOK COUNTY, ILLINOIS. APN/PARCEL ID(S): 29 -11 -



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Loan No. 0578882704

Borrowers ("Borrower"): OSCAR LUKES JR

### LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 26th day of, May, 2022, by and between the undersigned borrower (the "Borrower") and NewRez LLC d/b/a Shellpoint Mortgage Servicing, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrowe, and Lender as of the date above.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

#### 1. Errors and Omissions

("Borrower") agrees, upon request of Lender, its successors or assigns ("Note Holder"), or upon request of any person acting or behalf of Note Holder, to fully cooperate with Note Holder or such person to correct any inaccurate term or provision of, mistake in, or omission from any document associated with the Modification. Borrower further agrees to execute such documents or take such action as Note Holder or such person acting on behalf of Note Holder reasonably may deem necessary (including without limitation the correction of any such inaccuracy, mistake, or omission) as will enable Note Holder to sell, convey, seek quaranty of, or market the Modification to any entity, including without limitation an investor, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Veterans Affairs, or any bonding authority.

Borrower further agrees to comply with any such request within a reasonable period of time as specified by Note Holder or by such person acting on behalf of Note Holder. Failure to comply shall constitute default under the Note and Security Instrument underlying the Modification and Note Holder may pursue its available remedies.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this

LOAN MODIFICATION AGREEMENT RIDER.

Borrower

OSCAR LUKES JR

Date: 6 () 7/22

Loan Modification Agreement Rider

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