Doc#. 2218206285 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 07/01/2022 01:08 PM Pg: 1 of 10

After Receiving Return To: RUTH RUHL, P.C. Attn: Recording Department 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

[Stace Above This Line For Recording Data]

Loan No.: 0018212340

Investor Loan No.: 0220389058

FHA Case No.: 137-8415177-703-203K

### LOAN MODIFICATION AGREEMENT

(Providing for Fl. Jaterest Rate)

This Loan Modification Agreement ("Agreement"), made this 19th day of May, 2022, between ANGELA MOREHEAD, whose address is 5058 CAPRI LANE, RICHTON PARK, "Linois 60471 ("Borrower/Grantor") and Lakeview Loan Servicing, LLC by LoanCare LLC, as Agent under Lim ted FOA, whose address is 3637 Sentara Way, Virginia Beach, Virginia 23452 ("Lender/Grantee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated February 29th, 2016, recorded March 8th, 2016, and recorded in Book/Liber N/A, Page N/A, Instrument No. 1606804071, of the Official Records of COOK County, Illinois, 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 "Poperty." located at 5058 CAPRI LANE, RICHTON PARK, Illinois 60471,

Loan No.: 0018212340

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.

SEE EXHIBIT "C" 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 August 1st, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$286,641.74, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any 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 3.750%, from July 1st, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$1,327.48, 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 yearly rate of 3.750% will remain in effect until principal and interest are paid in full. If on July 1st, 2052, (the "Maturity Date"), bor ower 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 coeneficial 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 drys from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Inst un ent. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permetted by the Security Instrument without further notice or demand on Borrower.
- 4. Borrower also will comply with all (ther covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's cover ants 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 specified date in paragraph No. I 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.

Loan No.: 0018212340

- 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 or, 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 examinated a and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipp'ate' otherwise by Lender.
- (e) Borrow regrees 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, execute so administrators, and assigns of the Borrower.
- (f) Borrower authorizes I ender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, iddress, 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 remes that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide surject 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, guaranter, or servicer that insures, guaranters, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, (c) to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Than' rorties 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 Jender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging .

- 6. If applicable, by this paragraph, Lender is notifying Borrower's any prior waiver by Lender of Borrower's obligations to pay to Lender Funds for any or all Escrow Items is hereby revoked, 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 1 oan 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 old insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any structure any added 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 pargraph.

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.: 0018212340

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 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 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 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 Funds as equired 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 witl 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 vith RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined vinder RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount recessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

RESPA, but in no more than 12 monthly payments.

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

Loan No.: 0018212340	1 11
June 1, 2022	ANGEL MORENEAD (Seal)
Date /	ANGELA MOREHEAD -Borrower
Date	(Seal)
Date	-Borrower
	(Seal)
Date	-Borrower
Date	(Seal) _Borrower
BORROWEC	ACKNOWLEDGMENT
State of <u>IL</u> §	C
County of Cook §	
On this 15 day of Jane.	Iname of notary! Notary Public in and for said state,
personally appeared ANGELA MOREHEAD	frame of norwyl. Arrotaly rubit in and for said state,
[name of person acknowledged], known to me to be acknowledged to me that he/she/they executed the s	the person who executed the within instrument, and ame for the purpose therein stated.
(Seal)	Monica game
	Notary Signature
	Type or Print Name of Notary
MA COMMISSION EXPINES: ONLY IN MOTARY PUBLIC - STATE OF ILLINOIS  MONICA JAMES  OFFICIAL SEAL	Notary Public, State of
	My Commission Expires:
ACKNOWLEDGMENT (ILLINOIS)	Page 5 of 6

Loan No.: 0018212340 JUN 13 2022 LoanCare LLC, as Agent under Limited -Date POA for Lakeview Loan Servicing, LLC-Lender By: \_\_\_\_\_\_ Printed Name: **%arsha Brunswick** Assis Cont Secretary Its: \_ LENDER ACKNOWLEDGMENT § State of Virginia County of Virginia Beach City before me. day of [name of notary], a Notary Public ir and Assistant Seriory for said state, personally Jacqueline VanDerMiller appeared . <del>Marsha Brunswick</del> [name of officer or agent, title of officer or agent] of LoanCare LLC, as Agent under Limited POA for Lakeview Loan Servicing, LLC [name of entity] known to me to be the person who executed the within instrument on behalf of said entity, and ackrowledged to me that he/she/they executed the same for the purpose therein stated. (Selacqueline VanDerMiller NOTARY PUBLIC REGISTRATION # 7072485 **S**ignature Jacqueline <u>VanDerMiller</u> COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES JULY 31 Type or Print Name of Notary

**VIRGINIA** 

Notary Public, State of\_

My Commission Expires:

2218206285 Page: 7 of 10

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

Permanent Index Number: Property ID: 31-28-410-033-0000

Property Address: 5058 Capri Ln Richton Park, IL 60471

2218206285 Page: 8 of 10

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Loan No.: 0018212340

### **EXHIBIT "B"** PRIOR LOAN MODIFICATION AGREEMENT

The Security Instrument was previously modified by a Loan Modification Ag eement dated July 26th, 2017, recorded on August 28th, 2017, in Liber or Book N/A, Page N/A, Instrument No. 1724015027, of the Official Records of COOK County/Parish, Illinois.

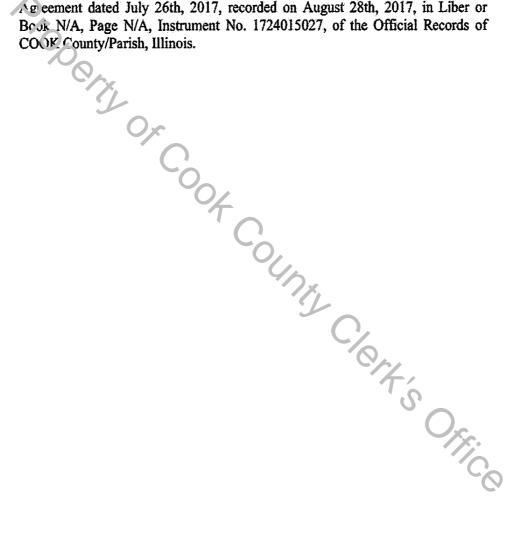


EXHIBIT "B"

2218206285 Page: 9 of 10

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#### EXHIBIT "C"

Loan No.: 0018212340

**CHAPTER 7 DISCHARGED BANKRUPTCY** 

### BANKRUPTCY DISCLOSURE ADDENDUM

THIS BANKRUPTCY DISCLOSURE ADDENDUM ("Addendum") is made this 19th day of May, 2022, and is incorporated into and shall be deemed to amend and supplement the Agreement of the same date, given by the Borrower which modifies Borrower's Note and Security Instrument to Lender and covers the Property.

In a dit on to the covenants and agreements made in the Agreement, Borrower and Lender covenant and agree as follows:

- 1. Borrov er vas discharged in a Chapter 7 bankruptcy proceeding AFTER the execution of the Note and Security Instrument;
- 2. Borrower has or reasonably expects to have the ability to make the payments specified in the Agreement; and
- 3. The Agreement was e cered into consensually and it does not affect the discharge of Borrower's personal liability on the Note.
- 4. Borrower understands and acknowledges that Borrower has had an opportunity to consult an attorney of Borrower's own choosing tefore Borrower executed the Agreement or this Addendum, and Borrower has either consulted with an attorney or has declined the opportunity to consult with an attorney.

unchanged and in full effect.  Date    2022   Date    2022   Date   2023   Date   2023	and in this Addendum, the terms of the Agreement will remain  (Seal)  ANGELA WOREHEAD  -Borrower
	(Seal)
Date	-Borrower
Date	(Seal) -Borrower
Date	-2orrower
BANKRUPTCY DISCLOSURE ADDENDUM	Page 1 of 7

2218206285 Page: 10 of 10

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Loan No.: 0018212340 JUN 13 2022 LoanCare LLC, as Agent under Limited POA for Lakeview Loan Servicing, LLC -Date -Lender Marsha Brunswick Office **Assistant Secretary** 

BANKRUPTCY DISCLOSURE ADDENDUM **CHAPTER 7 DISCHARGED BANKRUPTCY**