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Doc#. 2223420161 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 08/22/2022 07:30 AM Pg: 1 of 11

Prepared By: Holly Wing
Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134
405-252-5400
Holly.Wing@caliberhomeloans.com

Loan No.: 9794965641

LOAN MODIFICATION AGREEMENT

Borrower(s): Lydia E. Redmond
County of Cook
State of Illinois
See Exhibit A

The agreement herewith tendered for recording does not secure a re-loan or re-advance or new loan except the indebtedness secured by the previously recorded mortgage:

Original Mortgage: MERS, Mortgage Electronic Registration Systems, Inc., as nominee for The Federal Savings Bank, its successors and assigns in the Original principal amount \$160,941.00 recorded on 5/17/2019, Instrument Number: 1513716056, Book No.: n/a, Page No.: n/a.

Assignment: Caliber Home Loans, Inc., 13801 Wireless Way, Oklahoma 73134 recorded 8/4/2022 Instrument No. 2221604251, Bk: n/a, Pg:n/a

PREMISES ARE OR WILL BE IMPROVED BY 1-2 FAMILY DWELLING ONLY

See Exhibit A

Parcel ID: 21-30-116-021-0000

Cover Page for Recording Purpose's only

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FHA Case Number: 1379749908702

Servicer Loan Number: 9794965641

Return To: Caliber Home Loans, Inc.

13801 Wireless Way

Oklahoma City, OK 73134

Prepared By: Caliber Home Loans,
Inc.

13801 Wireless Way

Oklahoma City, OK 73134

Loan Modification Agreement

(Providing for Fixed Interest Rate)

MERS Phone:

1-888-679-6377

MIN: 101012900003187286

This Loan Modification Agreement ("*Agreement*"), made this 1st day of May, 2022, between LYDIA E REDMOND ("*Borrower*") and Caliber Home Loans, Inc. ("*Lender*"), and Mortgage Electronic Registration Systems, Inc. ("*MERS*"), ("*Mortgagee*" or "*Beneficiary*"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "*Security Instrument*") dated May 1, 2019, and recorded in Book of Liber N/A, at page(s) N/A, of the Official records of Cook, Illinois and (2) the Note ("*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 "*Property*", located at

7418 S KINGSTON AVE

CHICAGO, IL 60649-3720

the real property described being set forth as follows:



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The legal description to the Property may be attached to this Agreement by the Servicer if required.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$4,797.99, have been added to the indebtedness under the terms of the Note and Security Instrument. As of May 6, 2022, the amount payable under the Note and the Security Instrument (the "*Unpaid Principal Balance*") is U.S. \$157,458.15, 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 5.250%, from May 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$869.49, beginning on June 1, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The new payment includes principal and interest of \$869.49 and escrow amount of \$619.30* for a "total payment" amount of \$1,488.79. The yearly rate of 5.250% will remain in effect until principal and interest are paid in full. If on May 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.

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.

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 beneficial 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 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, Borrower's covenants 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 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



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(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. 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 Security Instrument, unless stipulated otherwise 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.
- (F) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee or Beneficiary of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (810) 679-MERS.
- (G) 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 modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower 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, guarantor, 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 companies that perform support services to them in connection with Borrower's loan.



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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.

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

(H) Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("*Rents*") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.



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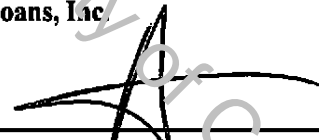
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

Borrower



LYDIA E REDMOND 5/18/22
Date

Lender

Caliber Home Loans, Inc.

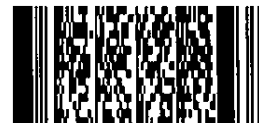

JUN 07 2022
Date

Aimee McHargue Loss Mitigation Manager
Mortgage Electronic Registration Systems, Inc. ("MERS")


JUN 07 2022
Date

**Mortgage Electronic Registration
Systems, Inc., as nominee for Lender,
its successors and assigns**

Aimee McHargue, Assistant Secretary




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Acknowledgment

State of ~~Illinois~~ ARIZONA

County of ~~Cook~~ MARICOPA

This instrument was acknowledged before me on 05/18/2022 by LYDIA E REDMOND.

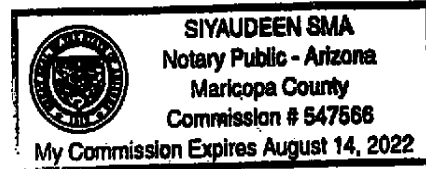
 (SIYAUDEEN SMA)

(Print Name)

My commission expires: 14 August 2022

FHA Case Number: 1379749908702

Servicer Loan Number: 9794965641



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State of Oklahoma

County of Oklahoma

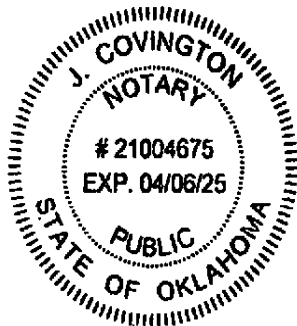
On the JUN 07 2022 before me, the undersigned, a Notary Public in and for the said state, personally appeared Aimee McHargue, Loss Mitigation Manager, Caliber Home Loans, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Signature: 

Printed Name: J. Covington, Notary Public

Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior or after the notary date. (Revised 8/27/14)

STAMP SEAL BELOW



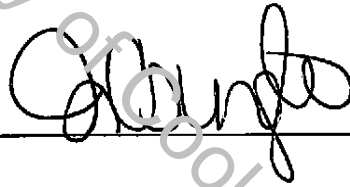
Clerk's Office

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State of Oklahoma

County of Oklahoma

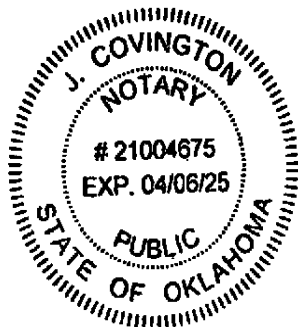
On the JUN 07 2027 before me, the undersigned, a Notary Public in and for the said state, personally appeared Aimee McHargue, Assistant Secretary Mortgage Electronic Registration Systems, Inc. ("MERS"), personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Signature: 

Printed Name: J. Covington, Notary Public

Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior or after the notary date. (Revised 8/27/14)

STAMP SEAL BELOW



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Modification Due On Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective May 1, 2022, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by LYDIA E REDMOND (the "Borrower") and Caliber Home Loans, Inc. (the "Lender") covering the Property described in the Loan Modification Agreement located at:

7418 S KINGSTON AVE, CHICAGO, IL 60649-3720

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

Borrower

Lydia E Redmond 5/18/22
LYDIA E REDMOND Date

Lender

Caliber Home Loans, Inc.

Aimee McHargue JUN 07 2022
Aimee McHargue Date

Aimee McHargue Loss Mitigation Manager
Investor Loan Number: 1379749908702
Servicer Loan Number: 9794965641



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Exhibit A (Legal Description)

THE NORTH 38.5 FEET OF LOT 15, THE NORTH 38.5 FEET OF LOT 16 IN HIGH RIDGE, BEING A SUBDIVISION OF LOTS 41 TO 52 IN THE 4TH DIVISION, OF SOUTH SHORE SUBDIVISION OF THE NORTH FRACTIONAL HALF OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH A RESUBDIVISION OF LOTS 1, 2, 4, 64, 66, 126, 127 AND 128 OF DIVISION 1 OF WESTFALL'S SUBDIVISION OF 208 ACRES OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST FRACTIONAL QUARTER OF FRACTIONAL SECTION 30, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 7418 SOUTH KINGSTON AVENUE, CHICAGO, IL 60649
TAX NUMBER: 21-30-116-021-0000

Property of Cook County Clerk's Office