Doc#. 2225813077 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 09/15/2022 11:09 AM Pg: 1 of 7

This Document Prepared By:
BRANDY MANGALINDAN
CARRINGTON MONTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
ANAHEIM, CA 92806
1-866-874-5860

When Recorded Mail To:
CARRINGTON MORTGAGE SERVICES, LLC
C/O LOSS MITIGATION POST CLCSUJG DEPARTMENT
1600 SOUTH DOUGLASS ROAD, SUITES 170 & 200-A
ANAHEIM, CA 92806

Tax/Parcel #: 26-07-122-049-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$81,961.00 Unpaid Principal Amount: \$71,680.19 New Principal Amount: \$64,399.64

New Money (Cap): \$0.00

FHA/VA/RHS Case No: FR1374132682703 Loan No: 6000004650

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 15TH day of AUCUSI. 2022, between AQUANETTE THOMPSON, DIVORCED AND NOT SINCE REMARRIED ("Barrower"), whose address is 9723 S OGLESBY AVE, CHICAGO, ILLINOIS 60617 and CARRINGTON MORTGAGE SERVICES, LLC ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITES 1 to & 200-A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JULY 9, 2008 and recorded on AUGUST 1, 2008 in INSTRUMENT NO. 0821435153, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$81,961.00, 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 9723 S OGLESBY AVE, CHICAGO, ILLINOIS 60617

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 of, SEPTEMBER 1, 2022 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$64,399.64, consisting of the amount(s) loaned to Borrower by Lender, plus capital zed interest in the amount of U.S. \$0.00 and other amounts capitalized, which is limited to escrows and any regal fees 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 \$17,249.15.
- 2. Borrower promites to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unruid Principal Balance at the yearly rate of 5.0000%, from SEPTEMBER 1, 2022. The yearly rate of 5.0000% will remain in effect until principal and interest are paid in full.
  - Borrower promises to make the total modified monthly mortgage payment of U.S. \$438.38, beginning on the 1ST day of OCTOBER, 2072, 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. \$310.54, plus payments for property taxes, hazard insurance, and any other permissible escrow items of US \$127.84. 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 accordance with applicable law and therefore the total monthly payment may change accordingly. If on SEPTEMBER 1, 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 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 coursed by 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 or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower ratio to pay these sums 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 no Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage.
- 6. Nothing it 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, administrator,, and assigns of the Borrower.
- orrower agrees that any costs,
  nay be legally charged to the account,
  Effective Date, may be charged to the account
  pay in full. For example, if the loan is in foreclusure und incurred but not yet assessed to the account as of the date the remain liable for any such costs, fees and/or expenses. 8. Borrower agrees that any costs, fees an air 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 2, a later 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 date the Modification Effective Date; Borrower will



In Witness Whereof, I have executed this Agreement.
Borroyer: AQUANETTE THOMPSON Date
[Space Below This Line for Acknowledgments]
BORROWER ACKNOWLEDGMENT
State of ILLINOIS
County of Cook
This instrument was acknowledged before me on September 7, 2022
(date) by AQUANTTE THOMPSON (pame/s of person/s acknowledged).
Arlene M. Ci-Amin Chlas W. al-ai
Notary Public Ox
(Seal)
Printed Name: Arlene M. Al-Amin
My Commission expires: $5-26-2026$

"OFFICIAL SEAL"
ARLENE M. AL-AMIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/26/2026

	In Witness Whereof, the Lend	-	ement.			
	CARRINGTON MORT GAGE SERVICES, LLC			9-12-22		
Terrence Morley,	By Director, Loss Mitigation Age Services, LLC	(print name (title)		Da	- ute	
Carrington Money	[Space Below This Line for Acknowledgments]  LENCEL ACKNOWLEDGMENT  A notary public or other officer 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.					
	On Public, personally appea	before r.i :		, who proved t	_Notary	
	the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that hy his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.					
	I certify under PENALT foregoing paragraph is tr		r the laws of	t'ae State of California	that the	
	WITNESS my hand and	official scal.	SQQ	attach	٨	
	Signature Signature	of Notary Public			(Seal)	

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Carrington Custom HUD-HAMP 05042022\_467

### 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 }					
	RON VARGAS NOTARY PUBLIC,				
(Here insert name and title of the officer)					
personally appeared TERRENCE MORLEY ,					
who proved to me on 'ne' asis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and aclnowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/ne'/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.					
I certify under PENALTY OF PERJUNY under the paragraph is true and correct.	laws of the State of California that the foregoing  AARON VARGAS				
WITNESS my hand and official seal.	COMM. # 2381019 NOTARY PUBLIC CALIFORNIA ORANGE COUNTY My countr. expires Oct. 31, 2025				
Notary Public Signature AARON VARGAS	(Notary Public Seal)				
ADDITIONAL OPTIONAL INFORMATION	INSTAUCTIONS FOR COMPLETING THIS FORM				
DESCRIPTION OF THE ATTACHED DOCUMEN	This form con these with current California statutes regarding notary wording and, if nee ted, hould be completed and attached to the document. Acknowledgmer its from other states may be completed for documents being sent to the state so long as the wording does not require the California notary to violate California notary law.				
(Title or description of attached document)	State and County informatic, must be the State and County where the document signer(s) personally approach before the notary public for acknowledgment.  Date of notarization must be the date that this signer(s) personally appeared which must also be the same date the acknowled ment is completed.				
(Title or description of attached document continued)  Number of Pages Document Date	The notary public must print his or her name and popears within his or her commission followed by a comma and then you, title (notary public)  Print the name(s) of document signer(s) who person are nonear at the time of notarization  Indicate the correct singular or plural forms by crossing of one prect forms				
CAPACITY CLAIMED BY THE SIGNER	(i.e he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording				
☐ Individual(s)	The notary seal impression must be clear and photographically reproducible. Impression must not cover text or fines. It seal impression				
☐ Corporate Officer	smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.				
(Title)	Signature of the notary public must match the signature on file with the office of the county clerk.				
□ Partner(s)	<ul> <li>Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.</li> <li>Indicate title or type of attached document, number of pages and date</li> </ul>				
Attorney-in-Fact	♣ Indicate the capacity claimed by the signer. If the claimed capacity				
☐ Trustee(s)	is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)  • Securely attach this document to the signed document with a staple.				
Other					
OrderID-454175 2015 Version					

#### **EXHIBIT A**

BORROWER(S): AQUANETTE THOMPSON, DIVORCED AND NOT SINCE REMARRIED

LOAN NUMBER: 6000004650

LEGAL DESCRIPTION:

The land 'energed to in this document is situated in the CITY OF CHICAGO, COUNTY OF COOK, STATE OF 11-LINOIS, and described as follows:

BEING KNOW' (AND DESIGNATED AS LOT 25 IN BLOCK 2 IN MERIONETTE MANOR 2ND ADDITION, A SUF DIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, NORTH OF THE INDIAN BOUNDARY LINE AND A RESUBDIVISION OF PART OF CALUMET TRUSTEE'S SUBDIVISION NUMBER 3 AND VACATED STREETS AND ALLEYS FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15, NORTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 9723 S OGLESBY AVE, CHICAGO, ILLINOIS 60617

