Doc#. 2227912140 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 10/06/2022 01:42 PM Pg: 1 of 6

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

When recorded mail to:

13430153

FAMS-DTO Rec

3 First American Way

LC

Santa Ana, CA 92707

DEPARTMENT

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BUSSIE X-IL

Tax/Parcel #: 25-17-426-027-0000

[Space Above This Line for Recording Data] Original Principal Amount: \$148,646.00 Unpaid Principal Amount: \$124,065.51 New Principal Amount: \$135,305.91

FHA/VA/RHS Case No: FR1374400699703

New Money (Cap): \$11,240.40

Loan No: 7000242656

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 25TH day of JULE, 2021, between DANA L REID AN UNMARRIED WOMAN ("Borrower"), whose address is 10947 5 FEORIA ST, CHICAGO, ILLINOIS 60643 and WILMINGTON SAVINGS FUND SOCIETY, FSB, AS FRUSTEE OF QUERCUS MORTGAGE INVESTMENT TRUST, BY CARRINGTON MORTGAGE SARVICES, LLC AS SERVICER AND ATTORNEY IN FACT ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated OCTOBER 27, 2008 and recorded on NOVEMBER 18, 2008 in INSTRUMENT NO. 0832347100, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$148,646.00, 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

10947 S PEORIA ST, CHICAGO, ILLINOIS 60643

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, JULY 1, 2021 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Palance") is U.S. \$135,305.91, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$11,240.40 and other amounts capitalized, which is limited to escrows and acreed fees and related foreclosure costs that may have been accrued for work completed.
- 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 3.2500%, from JULY 1, 2021. The yearly rate of 3.2500% 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. \$982.39, beginning on the 1ST day of AUGUST, 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. For ower's payment consists of payments for principal and interest of U.S. \$588.86, plus payments for property cases, hazard insurance, and any other permissible escrow items of US \$393.53. 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 a cordance with applicable law and therefore the total monthly payment may change accordingly. If on JULY 1. 2051 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as a mended 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 trunsferred (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 secured 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 fails 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.

7000242656

- 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. 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, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage.
- 6. 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. 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 mak: 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, administrators, and assigns of the Borrower.
- 8. Borrower agrees that any costs, fees and/or 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 at 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 remain liable for any such costs, fees and/or expenses.



In Witness Whereof, I have executed this Agreement.	04 00 01
Borrower: DANA L REID	
[Space Below This Line for Acknow	wledoments]
BORROWER ACKNOWLEDGMENT	
State of ILLINOIS	
County of	
This is to a second and before me on	11/4 9th, 2021
This instrument was acknowledged before me on (date) by DANAL PEID (name/s of person/s acknowledged	VC V-1
(date) by <u>DAIVAL FEID</u> (names of persons acknowledge	gou).
Valania allery	
Notary Public	
(Seal)	
2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Printed Name: Melanie A. White	MELANIE A WHITE
Printed Name: Melanie Dunite My Commission expires:	Official Seal Notary Public - State of Illinois
Printed Name: Melanie Dunite My Commission expires:	Official Seal Notary Public - State of Illinois
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Printed Name: Melanie Dunite My Commission expires:	Official Seal Notary Public - State of Illinois

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UNOFFICIAL COPY

In Witness Whereof, the Lender has executed this Agreement.

WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF QUERCUS MORTGAGE INVESTMENT TRUST, BY CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY IN FACT (print name) Osbaldo Sanchez, Director, Loss Mitigation Carring on Mortgage Services, LLC Attorney in Fact [Space Below This Line for Acknowledgments] LENDER 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. State of California County of Orange Daisy M. Terrazas JUL 15 2021 On before me Notary Public, personally appeared , who proved to me on Oshrido Sanchez 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 by 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 PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. DAISY M. TERRATAS Notary Pubil - Cal fornia Orange Count Commission # 214,49 Signature (Seal)

Signature of Notary Public

EXHIBIT A

BORROWER(S): DANA L REID AN UNMARRIED WOMAN

LOAN NUMBER: 7000242656

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF CHICAGO, COUNTY OF COOK, STATE OF IL LINOIS, and described as follows:

LOT 55 IN SKE/DON HEIGHTS NORTHWEST THIRD ADDITION BEING A SUBDIVISION OF THE WEST 5/8 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 174 FEET THEREOF) IN SECTION 17, TOWNSHIP 37 NORTH, RANYE 14, EAST OF THE THIRD PRINCIPAL MERIDLAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 10947 S PEORIA ST, CHICAGO, ILLINOIS 60643

