

# UNOFFICIAL COPY

Doc#: 2228008264 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/07/2022 03:35 PM Pg: 1 of 6

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

This instrument was prepared by:  
M&T Bank  
475 Crosspoint Pkwy  
Getzville, NY 14068

Permanent Index Number: 15-22-412-007-0000

[Space Above This Line For Recording Data]

200485860 m7

FHA Case #: 001373575598703  
173165  
Investor Loan No: 0225406094

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 23rd day of August, 2022, between CATHERINE PILCH, SINGLE AND SUSAN COSENTINO AND JACK SCOLA, MARRIED ("Borrower") and LAKEVIEW LOAN SERVICING LLC BY IT'S ATTORNEY-IN-FACT M& T BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated March 21, 2007, in the amount of \$50,750.00 and recorded on April 4, 2007 in Book, Volume, or Liber No. , at Page (or as Instrument No. 0709433069), of the Official (Name of Records) Records of Cook, ILLINOIS (County and State, or other jurisdiction) 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 "Property", located at  
2825 S 13TH AVE, BROADVIEW, IL 60155  
(Property Address)

the real property described 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):



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1. As of **October 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$46,105.95**, 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 **5.250%**, from **September 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$230.01**, beginning on the **1st** day of **October, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.250%** will remain in effect until principal and interest are paid in full. 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 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
  - 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



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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) 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.

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 .



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Catherine Pilch  
Borrower - CATHERINE PILCH

Date: 9/16/22

Susan Coesentino  
Borrower - SUSAN COSENTINO \*SIGNING SOLELY TO  
ACKNOWLEDGE THIS AGREEMENT, BUT NOT TO  
INCUR ANY PERSONAL LIABILITY FOR THE DEBT

Date: 9/16/22

Jack Scola  
Borrower JACK SCOLA \*SIGNING SOLELY TO  
ACKNOWLEDGE THIS AGREEMENT, BUT NOT TO  
INCUR ANY PERSONAL LIABILITY FOR THE DEBT

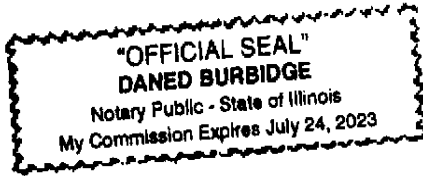
Date: 9/16/22

### ACKNOWLEDGMENT

State of Illinois

County of DeKalb

The foregoing instrument was acknowledged before me this 9-16-22 by  
CATHERINE PILCH AND SUSAN COSENTINO AND JACK SCOLA.



(Seal)

Daned Burbidge  
Signature of Person Taking Acknowledgment

Daned Burbidge  
Printed Name

Sr RRB  
Title or Rank

Serial Number, if any: \_\_\_\_\_



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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
LAKEVIEW LOAN SERVICING LLC BY IT'S ATTORNEY-IN-FACT M& T BANK

By: [Signature] Kevin Darwin -Lender 9/22/2022 Date of Lender's Signature  
Assistant Vice President

### ACKNOWLEDGMENT

State of New York §  
County of Erie §  
§

On this 22 day of September in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin Darwin the Assistant Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) whose name is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies) and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Getzville in Erie County, NY  
(insert the city or other political subdivision) (and insert the State and County or other place the acknowledgment was taken)

[Signature]  
Signature of Individual Taking Acknowledgment

CHARLYNN WOELFFEL  
NOTARY PUBLIC STATE OF NEW YORK  
ERIE COUNTY  
LIC. #01WO6410541  
COMM. EXP. 10/26/2024

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Office of Individual Taking Acknowledgment

(Seal)

My Commission Expires: \_\_\_\_\_



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## EXHIBIT A

**BORROWER(S): CATHERINE PILCH, SINGLE AND SUSAN COSENTINO AND JACK SCOLA,  
MARRIED**

**LOAN NUMBER: 0054093364**

**LEGAL DESCRIPTION:**

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

**LOT 18 IN BLOCK 5 IN KOMAREK'S WEST 22ND STREET FIRST ADDITION, BEING A  
SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22,  
TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH  
OF ILLINOIS CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS.**

**Permanent Index Number: 15-22-12-907-0000**

**ALSO KNOWN AS: 2825 S 13TH AVE, BROADVIEW, IL 60155**

