Doc#. 2228628221 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 10/13/2022 03:07 PM Pg: 1 of 8

After Recording Return To: RUTH RUHL, P.C. Attn: Recording Deparment 12700 Park Central Drive, Suite 850

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

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Loan No.: 0848065033

Dallas, Texas 75251

Investor Loan No.: 0224917547 MERS No.: 100445500000390484 FHA Case No.: 138-0216858

MERS Phone: 1-888-679-6377

#### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 2nd day of August, 2022, between SAMANTHEA HORN, A SINGLE WOMAN, whose address is 727 PEORIA ST, CF CAGO HEIGHTS, Illinois 60411 ("Borrower/Grantor") and The Money Source Inc., whose address is 500 South Broad Street, Suite 100A, Meriden, Connecticut 06450 ("Lender/Grantee"), and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated August 23rd, 2019, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026. Flint, Michigan 48501-2026 and recorded on September 20th, 2019, in Mortgage Book N/A, Page N/A, Instrument No. 1926306088, 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 said Security Instrument and defined therein as the "Property," located at 727 PEORIA ST, CHICAGO HEIGHTS, Illinois 60411,

Loan No.: 0848065033

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):

- 1. As of October 1st, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$170,108.10, 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 5.750%, from September 1st, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$906.49, beginning on the 1st day of October, 2022, and cominging thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5.750% will remain in effect until principal and interest are paid in full. If on September 1st, 2062, (the "Marrity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by that 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 impressing payment in full of all sums secured by the Security Instrument.

If Lender exercises this opinor, I ender 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 coverants, 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 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. 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 incrument 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.: 0848065033

- 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 of the wise by Lender.
- (e) Borrower agree 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.
- Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, mod telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account calances 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 Pa tie 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 nessaging.

- (g) "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 of record under the Security Instrument and this Agreement. MERS is organized and existing wider the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 572-MERS.
- 6. If applicable, by this paragraph, Lender is notifying Borrower that any prior waver by Lender of Borrower's obligations to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Bonower 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 Loan Documents as am inded 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 all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable 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 paragraph.

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

Loan No.: 0848065033

(FNMA Modified Form 3179 L/01 (rev. 06/18))

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 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 Leader 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 required by RF3PA.

If there is a surplus of Funds held in escrow, is defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a silortage 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 with RESPA, Lender than 12 monthly payments. If there is a deficiency 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 deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

$\frac{O9/\hat{a}2/22}{Date}$	SAMANTHEA HORN -Borrower
Date	(Seal)
Date	(Seal) -Borrower
Date	(Seal) -Borrower
ILLINOIS LOAN MODIFICATION AGREEMENT	Page 4 of 7

Loan No.: 0848065033

BORROWER ACKNOWLEDGMENT
State of Ilinois & County of Cook & S
On this 22 day of OPPEMBER 2022, before me,  Natolie Bryant a Notary Public in and for said state,
personally appeared SAMANTHEA HORN
known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated.
(Seal) Catal Brifit
OFFICIE SEAL NOTATION
Type or Print Name of Notary Notary Public, State of
ly Commission Expires.
7,5
$O_{\mathcal{K}_{\alpha}}$
My Commission Expires: Tuly 28, 2024

Loan No.: 0848065033
September 29 2027
-Date
The Money Source IncLender
Printed/Typed Name: Via:
LENDER ACKNOWLEDGMENT
State of Arizona  State of Maricopa  S
, Lender, personally known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me that he/she/they executed the same for the purpose therein stated
(Seal)  Nota y Sir nature
Type or Print Name of Notary
Notary Public, State of  PATRICIA ESPINDULA (LESEK Notary Public, State of Maricopa County Commission # 577425 My Commission Expires February 03, 2024

Loan No.: 0848065033 2022 -Date Mortgage Electronic Registration Systems, Inc. as nominee for Lender, its successors and -MERS assigns #1207327 Printed/Typed Name: Its: Assistant Secretary MERS ACKNOWLEDGMENT State of Arizona County of Maricopa On this before me. Actary Public in and for said state, , Assistant Secretary of Acregage Electronic Registration personally Systems, Inc., as nominee for Lender, it successors and assigns, personally know, to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me too he/she/they executed the same for the purpose therein stated. (Seal) Notar, Signature Type or Print Name of Notan PATRICIA ESPINDULA SLESEK Notary Public, State of Arizona Notary Public, State o

My Commission Exp

Commission # 577425 My Commission Expires

<del>'ebruery 03, 2024</del>

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

LOT 9 IN RE-SUBDIVISION OF LOTS 14 TO 20, TOGETHER WITH NORTHWESTERLY AND SOUTHEASTERLY VACATED ALLEY IN BLOCK 15; ALSO ALL OF BLOCK 20, TOGETHER WITH VACATED HILLCREST AVENUE LYING BETWEEN THE WEST LINE SPONISION U.
HE THROU PRINCEN.
HEAST 30 FEET THISEOF, R.L.
PIN: 32-17-415-039-90/d) OF GRANT STREET AND THE NORTHEASTERLY LINE OF BROADWAY, ALSO LOTS 28 TO 37 TOGETHER WITH NORTHMESTERLY AND SOUTHEASTERLY VACATED ALLEY IN BLOCK 21, ALL IN PERCY WILSON'S ARTERIAL HILL, A