

# UNOFFICIAL COPY

Doc#: 2229210046 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/19/2022 09:47 AM Pg: 1 of 6

After recording please mail to:  
Fay Servicing LLC  
Attn: Loss Mitigation Department  
1601 LBJ Freeway Suite 150  
Farmers Branch, TX 75234

This instrument was prepared by:  
Fay Servicing, LLC  
1601 LBJ Freeway Suite 150  
Farmers Branch, TX 75234

Permanent Index Number: 18-03-421-009-9000

[Space Above This Line For Recording Data]

163992  
Investor Loan No: 106338

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

This Loan Modification Agreement ("Agreement"), made this 18th day of July, 2022, between DAVID GUERRERO AND MARIA GUERRERO ("Borrower") and Fay Servicing LLC as Attorney in Fact for Mill City Mortgage Loan Trust 2017-1, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as Trustee ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated April 12, 2006, in the amount of \$240,000.00 and recorded on May 1, 2006 in Book, Volume, or Liber No. \_\_\_\_\_, at Page \_\_\_\_\_ (or as Instrument No. 0612140246), 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  
8871 PLAINFIELD RD, BROOKFIELD, IL 60513  
(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 **September 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$302,093.30**, 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 **6.040%**, from **August 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,970.96**, beginning on the **1st** day of **September, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.040%** will remain in effect until principal and interest are paid in full. If on **February 1, 2047** (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 .

- 6. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.



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David Guerrero  
Borrower - DAVID GUERRERO

Date: 7/29/22

Maria Guerrero  
Borrower - MARIA GUERRERO \*SIGNING SOLELY TO

Date: 7/29/22

ACKNOWLEDGE THIS AGREEMENT, BUT NOT TO  
INCUR ANY PERSONAL LIABILITY FOR THE DEBT

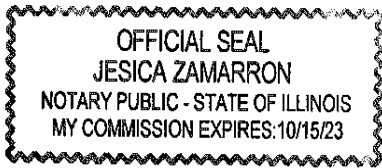
### ACKNOWLEDGMENT

State of ILLINOIS

§  
§  
§

County of COOK

The foregoing instrument was acknowledged before me this 29th of July 2022 by  
DAVID GUERRERO AND MARIA GUERRERO.



Jessica Zamarron  
Signature of Person Taking Acknowledgment

Jessica Zamarron  
Printed Name

Notary Public  
Title or Rank


(Seal)

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



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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
Fay Servicing LLC as Attorney in Fact for Mill City Mortgage Loan Trust 2017-1, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as Trustee

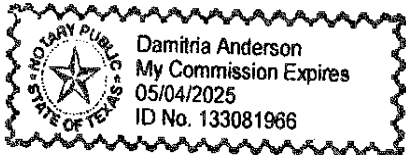
By:  **Curtis Taylor** 8/11/22  
Assistant Vice President -Lender Date of Lender's Signature


### ACKNOWLEDGMENT

State of Texas §  
County of Dallas §

AUG 11 2022

This instrument was acknowledged before me on Curtis Taylor by Curtis Taylor as Assistant Vice President of Fay Servicing LLC as Attorney in Fact for Mill City Mortgage Loan Trust 2017-1, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as Trustee.



  
Signature of Notary Public  
Damitria Anderson  
Printed Name  
Notary Public  
Title or Rank  
Serial Number, if any: 133081966

(Seal)



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## EXHIBIT A

**BORROWER(S): DAVID GUERRERO AND MARIA GUERRERO**

**LOAN NUMBER: 106338**

**LEGAL DESCRIPTION:**

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

**PARCEL 1: LOT 58 IN AUSPITZ AND OAKES BROOKFIELD PARK, BEING A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4; ALSO THE EAST 6.8368 ACRES (EXCEPT ROAD) OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: THE NORTHERLY 1/2 OF THE VACATED PUBLIC ALLEY LYING SOUTHERLY OF AND ADJOINING LOT 58 IN AUSPITZ AND OAKS BROOKFIELD PARK, (AFORESAID PARCEL NUMBER 1) AS PER DOCUMENT NUMBER 19788780 RECORDED APRIL 16, 1966, IN COOK COUNTY, ILLINOIS.**

**Permanent Index Number: 18-03-421-009-0000**

**ALSO KNOWN AS: 8871 Plainfield Rd, Brookfield, IL 60513**

