

# UNOFFICIAL COPY

Doc#: 2232745136 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 11/23/2022 11:36 AM Pg: 1 of 8

## RETURN RECORDED DOCUMENT TO:

Truist Bank  
Loss Mitigation, 306-40-04-70  
1001 Semmes Avenue  
Richmond, VA 23224  
Prepared By: TRUIST  
APN: 03101020400000

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
INVESTOR LOAN# 000976800 LOAN# 3002981474  
MIN: 1008537 0103463502 8 MERS Phone: 888.679.MERS

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 22<sup>nd</sup> day of JUNE, 2022, between WALDEMAR L SZAFAROWICZ AND EWA G SZAFAROWICZ HIS WIFE, AS JOINT TENANTS AND NOT TENANTS IN COMMON ("Borrower") and Truist Bank, ("Lender"), Mortgage Electronic Registration Systems, Inc., as ("Mortgagee as Nominee") for Lender, its successors and assigns, amends and supplements (1) that certain Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated NOVEMBER 11, 2019 in the amount of \$320,000.00 and granted or assigned to Mortgage Electronic Registration Systems, Inc., as Mortgagee as Nominee for Lender, its successors and assigns, P.O. Box 2026, Flint, MI 48501-2026 and recorded DECEMBER 26, 2019 in Document Number 1936015108 of the Official records of COOK County, ILLINOIS and (2) the "Note" (including other previous modifications to the Note), which bears the same date as, and is 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:

375 SCHOENBECK RD  
WHEELING, ILLINOIS 60090  
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED SCHEDULE "A"

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 MAY 1, 2022 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$342,600.14 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 3.125%, from MAY 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$1,251.26, beginning on the 1ST day of JUNE, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.125% will remain in effect until principal and interest are paid in full. Your maturity date has been extended to MAY 1, 2062 (the "Maturity Date"). If on the Maturity Date the 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.

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3. I acknowledge that interest has accrued but has not been paid and the Lender also has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and Security Instrument and that such interest, costs and expenses, in the total amount of **\$25,865.94**, have been added to the principal balance owed under the Note and secured by the Security Instrument.
4. 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.

5. 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.
6. 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

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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 .

7. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and its successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
8. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended 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 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

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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 Lender 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 RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage 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, but in no more 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, Lender shall promptly refund to Borrower any Funds held by Lender.

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**BORROWER REPRESENTATIONS AND COVENANTS.** I certify and represent to Lender and otherwise agree and covenant with Lender that:

- (a) I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient readily available financial assets to make my monthly mortgage payments now or in the near future;
- (b) There has been no impermissible change in the ownership of the Property since I signed the Loan Documents;
- (c) I have provided required documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify mortgage assistance);
- (d) All documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for this modification, are true and correct;
- (e) I have made or will make all payments required under a trial period plan and have complied with all other requirements of such trial period plan; and
- (f) I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that my mortgage loan as modified by this Agreement is in first lien position and is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.

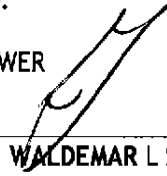
**ACKNOWLEDGEMENTS AND PRECONDITIONS TO MODIFICATION.** I understand and acknowledge that:

- (a) If, prior to or as of the Modification Effective Date, the Lender determines that any of my certifications or representations set forth in paragraph No.1 is untrue or any covenant or agreement set forth above in paragraph No.1 has not been performed, the Loan Documents will not be modified and this Agreement, except for this paragraph is null and void and of no legal effect; and
- (b) The Loan Documents will not be modified by this Agreement unless and until both (i) the Lender has accepted this Agreement as solely evidenced by Lender's signature on this Agreement or on a copy of this Agreement containing Lender's signature, and (ii) the Modification Effective Date has occurred and the Lender will not be obligated or bound to make any modification of the Loan Documents if any certification or representation set forth above is untrue or any covenant or agreement set forth above has not been performed.

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BY SIGNING BELOW, Borrower and Lender do each accept and agree to the terms and covenants in this Loan Modification Agreement as of the date first written above.

BORROWER



WALDEMAR L SZAFAROWICZ

State of Illinois §  
County/City of COOK §

On this the 01 day of July, 2022 before me, (Notary's Name) Diana Ferrer, personally appeared (Borrower/Title Holder's Name) Waldemar L Szafarowicz who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

WITNESS my hand and official seal

Notary Signature Diana Ferrer (Seal)  
My Commission Expires: 03/07/2023



BORROWER

  
EWA G SZAFAROWICZ

State of Illinois §  
County/City of COOK §

On this the 01 day of July, 2022 before me, (Notary's Name) Diana Ferrer, personally appeared (Borrower/Title Holder's Name) Ewa G Szafarowicz, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

WITNESS my hand and official seal.

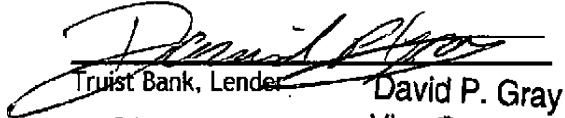
Notary Signature Diana Ferrer (Seal)  
My Commission Expires: 03/07/2023



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[Space Below This Line For Acknowledgement]

Truist Bank:

  
Truist Bank, Lender: David P. Gray  
Vice President

09-12-2022  
Date of Lender's Signature

Mortgage Electronic Registration Systems, Inc. -Mortgagee

(LENDER'S CORPORATE ACKNOWLEDGMENT)

Douglas Carter  
Vice President

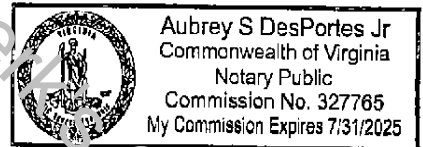
COMMONWEALTH OF VIRGINIA,  
CITY OF RICHMOND, to wit:

I, Aubrey S. DesPortes Jr., a Notary Public in and for the said jurisdiction, do hereby certify that this day personally appeared before me in my said jurisdiction, DAVID P. GRAY Vice President of Truist Bank, whose name is signed to the foregoing instrument and acknowledged the same before me in my said jurisdiction.

My commission expires: July 31, 2025  
Registration Number: 327765

GIVEN under my hand and notarial seal this the 12<sup>th</sup> day of September, 2022.

Aubrey S. DesPortes Jr. (Seal)  
Notary Public



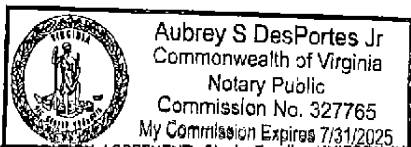
COMMONWEALTH OF VIRGINIA,  
CITY OF RICHMOND, to wit:

I, Aubrey S. DesPortes Jr., a Notary Public in and for the said jurisdiction, do hereby certify that this day personally appeared before me in my said jurisdiction, DOUGLAS CARTER V.P. Assistant Secretary of Mortgage Electronic Registration Systems, Incorporated whose name is signed to the foregoing instrument and acknowledged the same before me in my said jurisdiction.

My commission expires: July 31, 2025  
Registration Number: 327765

GIVEN under my hand and notarial seal this the 12<sup>th</sup> day of September, 2022.

Aubrey S. DesPortes Jr. (Seal)  
Notary Public



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## SCHEDULE "A"

The North 140 Feet of the West 193 Feet (Except that portion taken for Schoenbeck road) of the South 1/2 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 10, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel/APN/Tax ID: 03-10-102-040-0000

Property of Cook County Clerk's Office