

# UNOFFICIAL COPY

Doc#: 2233449027 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 11/30/2022 10:09 AM Pg: 1 of 6

**After Recording Return To:**  
**Rushmore Loan Management Services LLC**  
**ATTN: Collateral Dept.**  
**8616 Freeport Parkway, Suite 100**  
**Irving, TX 75063**

**This Document Prepared By:**  
**TIM LIGHTFOOT**  
**Rushmore Loan Management Services LLC**  
**8616 Freeport Parkway, Suite 100**  
**Irving, TX 75063**

**Parcel ID Number: 15 05-208-035-0000**

[Space Above This Line For Recording Data] \_\_\_\_\_  
Original Recording Date: **August 27, 2021** Loan No: **4100407554**  
Original Loan Amount: **\$211,105.00** Investor Loan No: **0230648299**  
New Money: **\$10,574.03** MIN Number: **100616600041390775**  
FHA Case No.: **138-1318278-703**

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 3rd day of November, 2022, between **FRANCISCO VILLEGAS** whose address is **420 44TH AVE, NORTHLAKE, IL 60164** ("Borrower") and **Rushmore Loan Management Services LLC** which is organized and existing under the laws of **Delaware**, and whose address is **8616 Freeport Parkway, Suite 100, Irving, TX 75063** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **July 28, 2021** and recorded in **Instrument No: 2123908013** and recorded on **August 27, 2021**, of the Official Records of **COOK County, IL** 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

**420 44TH AVE, NORTHLAKE, IL 60164,**  
(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):

1. As of **December 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$166,731.63**, consisting of the amount(s) loaned to Borrower



\* 4 1 0 0 4 0 7 5 5 4 \*  
HUD MODIFICATION AGREEMENT  
319 8300h 01/14



\* 9 4 4 6 5 + 3 6 \*

(page 1 of 5)

# UNOFFICIAL COPY

by Lender plus capitalized interest in the amount of **\$4,511.20** and other amounts capitalized, which is limited to escrows and any legal 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 **7.625%**, from **December 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,112.65**, beginning on the **1st** day of **January, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **December 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. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in



\* 4 1 0 0 4 0 7 5 5 4 \*

HUD MODIFICATION AGREEMENT

319 8300h 01/14



\* 9 4 4 6 5 + 3 6 \*

(page 2 of 5)

# UNOFFICIAL COPY

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 make 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. "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 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.
- 9. This Agreement modifies an obligation secured by an existing security instrument recorded in COOK County, IL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$208,210.13. The principal balance secured by the existing security instrument as a result of this Agreement is \$166,731.63, which amount represents the excess of the unpaid principal balance of this original obligation.

Francisco Villegas  
 FRANCISCO VILLEGAS -Borrower

Date: 11/14/22

\_\_\_\_\_ [Space Below This Line For Acknowledgments] \_\_\_\_\_

State of Illinois

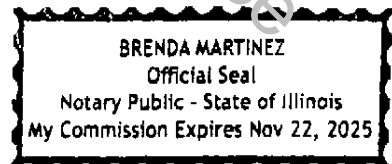
County of COOK

The foregoing instrument was acknowledged before me, a Notary Public on

11/14/22 by FRANCISCO VILLEGAS.

Brenda Martinez  
 (Signature of person taking acknowledgment)

My Commission Expires on 11/22/25



\* 4 1 0 0 4 0 7 5 5 4 \*  
 HUD MODIFICATION AGREEMENT  
 319 8300h 01/14



\* 9 4 4 6 5 + 3 6 \*

# UNOFFICIAL COPY

## Rushmore Loan Management Services LLC

By: TL (Seal) - Lender

Name: Tim Lightfoot  
Title: Sr. Vice President

NOV 22 2022

Date of Lender's Signature

[Space Below This Line For Acknowledgments]

The State of TEXAS

County of DALLAS

Before me Michael Larry (name/title of officer) on this day personally appeared Tim Lightfoot, the Sr. Vice President of Rushmore Loan Management Services, LLC

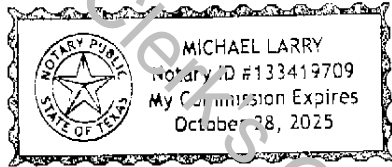
known to me (or proved to me on the oath of \_\_\_\_\_ or through Personally Known (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this NOV 22 2022 day of A.D.

[Signature]  
Signature of Officer

Notary Public  
Title of Office

My Commission expires : 10/28/2025



\* 4 1 0 0 4 0 7 5 5 4 \*  
HUD MODIFICATION AGREEMENT  
319 8300h 01/14



\* 9 4 4 6 5 + 3 6 \*

# UNOFFICIAL COPY

*ML*

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Name: Tim Lightfoot

Title: Assistant Secretary

\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_

The State of TEXAS

County of DALLAS

Before me Michael Larry (name/title of officer) on this day personally appeared Tim Lightfoot, the Assistant Secretary of Mortgage Electronic Registration Systems, Inc

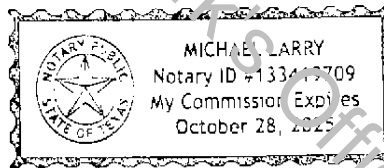
known to me (or proved to me on the oath of \_\_\_\_\_ or through Personally Known (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this NOV 22 2022 day of \_\_\_\_\_, A.D.

[Signature]  
Signature of Officer

Notary Public  
Title of Officer

My Commission expires : 10/28/2025



\* 4 1 0 0 4 0 7 5 5 4 \*  
HUD MODIFICATION AGREEMENT  
319 8300h 01/14



\* 9 4 4 6 5 + 3 6 \*

# UNOFFICIAL COPY

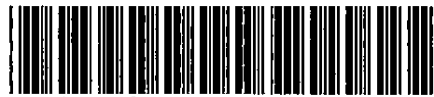
## Exhibit "A"

Loan Number: 4100407554

Property Address: 420 44TH AVE, NORTHLAKE, IL 60164

**Legal Description:**

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS: LOTS 249 AND 250 IN MILLS AND SONS MEADOWCREEK, A SUBDIVISION OF THE SOUTH THIRD-EIGHTH OF THE EAST HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (EXCEPT THE WEST HALF OF THE WEST HALF THEREOF) LYING NORTH OF LAKE STREET IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 18, 1926, AS DOCUMENT NUMBER 9375955, IN COOK COUNTY, ILLINOIS.



\* 4 1 0 0 4 0 7 5 5 4 \*  
319 12338 06/18 Exhibit A Legal Description Attachment



\* 9 4 4 6 5 + 3 6 \*  
Page 1 of 1