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Doc#: 2234833079 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 12/14/2022 10:56 AM Pg: 1 of 5

When recorded mail to: 14849572

FAMS-DTO Rec

3 First American Way

Santa Ana, CA 92707

Rushmore 28583.2

V-IL

WAGNER

PR DOCS

E-Record

This Document Prepared By:

TIM LIGHTFOOT

Rushmore Loan Management Services LLC

8616 Freeport Parkway, Suite 100

Irving, TX 75063

Parcel ID Number: 07-15-410-006-0000

[Space Above This Line For Recording Data]

Original Recording Date: August 18, 2011

Original Loan Amount: \$159,782.00

New Money: \$8,241.76

Loan No: 7601814199

Investor Loan No: 0224499960

FHA Case No.: 137-6368371-703

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 5th day of October, 2022, between **DOUGLAS S WAGNER and JANESEA A WAGNER** whose address is **365 APACHE LN, HOFFMAN ESTATES, IL 60169** ("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"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **August 07, 2011** and recorded in **Instrument No: 1123057191** and recorded on **August 18, 2011**, 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

365 APACHE LANE, HOFFMAN ESTATES, IL 60169

(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 **October 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$140,254.08**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$2,406.45** 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.



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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 **6.250%**, from **October 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$863.57**, beginning on the **1st** day of **November, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **October 1, 2052** (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 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.



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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. 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 \$132,012.32. The principal balance secured by the existing security instrument as a result of this Agreement is \$140,254.08, which amount represents the excess of the unpaid principal balance of this original obligation.

Douglas S Wagner
DOUGLAS S WAGNER -Borrower

Date: 10/21/22

Janessa A Wagner
JANESSA A WAGNER -Borrower

Date: 10/21/22

[Space Below This Line For Acknowledgments]

State of Illinois

County of Cook

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

10/21/2022 by DOUGLAS S WAGNER and JANESSA A WAGNER.

Linda Lou Hall
(Signature of person taking acknowledgment)

My Commission Expires on 4/5/25



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Rushmore Loan Management Services LLC

By: *TL* (Seal) - LenderName: Tim LightfootTitle: Sr. Vice President

NOV 03 2022

Date of Lender's Signature

[Space Below This Line For Acknowledgments]

The State of TEXAS

County of DALLAS

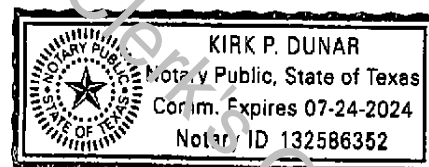
Before me KIRK P DUNAR (name/title of officer) on this day personally appearedTim Lightfoot, the Sr. Vice President ofRushmore Loan Management Services, LLC,

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 03 2022 day of _____, A.D., _____.*Kirk P. Dunar*
Signature of Officer

NOTARY PUBLIC

Title of Officer

My Commission expires : 24 JUL 2024

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UNOFFICIAL COPY**Exhibit "A"**Loan Number: **7631814199**Property Address: **265 APACHE LANE, HOFFMAN ESTATES, IL 60169****Legal Description:**

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS: LOT 17 IN BLOCK 26 IN HOFFMAN ESTATES 11, BEING A SUBDIVISION OF THAT PART LYING SOUTH OF HIGGINS ROAD (AS THAT ROAD EXISTED ON AUGUST 30, 1926) OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14 AND OF THE NORTHEAST 1/4 OF SECTION 15 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1956 AS DOCUMENT 16515708 IN COOK COUNTY, ILLINOIS.



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315 12338 08/18 Exhibit A Legal Description Attachment



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