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Doc#: 2301916076 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/19/2023 02:11 PM Pg: 1 of 6

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

This Document Prepared By:
Rushmore Loan Management Services LLC
8616 Freepoint Parkway, Suite 100
Irving, TX 75063

Parcel ID Number: 05101030220000

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Original Recording Date: **March 21, 2008**

Original Loan Amount: **\$220,279.70**

New Money: **\$135,390.96**

Loan No: **7600406480**

Investor Loan No: **31577**

LOAN MODIFICATION AGREEMENT (Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 28th day of October, 2022, between **PATRICIA RODRIGUEZ** ("Borrower") and **Rushmore Loan Management Services LLC**, whose address is **8616 Freepoint Parkway, Suite 100, Irving, TX 75063** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **March 11, 2008** and recorded in **Instrument No: 0808134015** and recorded on **March 21, 2008**, 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

314 FLETCHER DR, WHEELING, IL 60590,
(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 "New Principal Balance") is U.S. **\$310,847.38**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$80,847.38** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and



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Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$230,000.00. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.500%, from **October 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. \$1,033.99, beginning on the **1st** day of **November, 2022**, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of 4.500% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be **October 1, 2062**.

3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
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



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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 [].

7. 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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7. 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 \$175,456.42. The principal balance secured by the existing security instrument as a result of this Agreement is \$310,847.38, which amount represents the excess of the unpaid principal balance of this original obligation.

In Witness Whereof, the Lender and I have executed this Agreement.

Patricia Rodriguez
PATRICIA RODRIGUEZ - Borrower

Date: 11-7-2022

_____[Space Below This Line For Acknowledgments]_____

State of Illinois

County of Cook

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

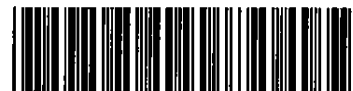
November 7, 2022 by PATRICIA RODRIGUEZ.

[Signature]
(Signature of person taking acknowledgment)

My Commission Expires on _____



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Rushmore Loan Management Services LLC

By: TL (Seal) - Lender

Name: Tim Lightfoot

Title: Sr. Vice President

JAN 10 2023

Date of Lender's Signature

[Space Below This Line For Acknowledgments]

The State of TEXAS

County of DALLAS

KIRK P DUNAR

Before me _____ (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.

JAN 10 2023

Given under my hand and seal of office this _____ day of _____, A.D., _____.

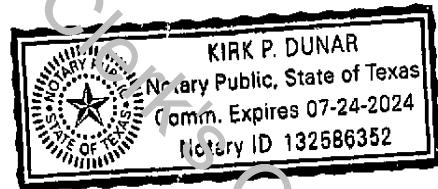
Signature of Officer

NOTARY PUBLIC

Title of Officer

24 JUL 2024

My Commission expires : _____



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Exhibit "A"

Loan Number: 7600406480

Property Address: 314 FLETCHER DR, WHEELING, IL 60090

Legal Description:

ALL THAT PARCEL OF LAND IN CITY OF WHEELING, COOK COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC NO. 0313539071, ID NO. 03-10-103-022-0000, BEING KNOWN AND DESIGNATED AS. LOT 22 IN BLOCK 2 IN DUNHURST SUBDIVISION NUMBER 4, BEING A SUBDIVISION OF PART OF THE E 1/2 OF THE NW 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO PART OF THE SW 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1956 AS DOCUMENT 16559719 IN COOK COUNTY, ILLINOIS. BY FEE SIMPLE DEED FROM NOOR MOHAMMAD AND FAHINA MOHAMMAD, HUSBAND AND WIFE AS SET FORTH IN DOC NO. 0313539071 DATED 04/15/2003 AND RECORDED 05/15/2003, COOK COUNTY RECORDS, STATE OF ILLINOIS.



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1101 12338 06/18 Exhibit A Legal Description Attachment



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