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This Document Prepared By:

LUANN GRIFFIN
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450
(855) 884-2250
NMLS# 17022

When Recorded Mail To:

PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450

Tax/Parcel #: 16-22-418-021-0000

_____ [Space Above This Line for Recording Data] _____

Original Principal Amount: \$95,243.00

FHA/VA Case No.:138-0006366

Unpaid Principal Amount: \$91,758.71

Loan No: 9102046394

New Principal Amount: \$80,578.28

Capitalization Amount: \$0.00

Property Address: **4258 W 21ST ST, CHICAGO, ILLINOIS 60623**

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **17TH** day of **FEBRUARY, 2023**, between **JOHN A. WILKINS AND LATONYA BARTON-**

HUD-HAMP 01312023_356

 9102046394

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WILKINS, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY ("Borrower"), whose address is **4258 W 21ST ST, CHICAGO, ILLINOIS 60623** and **PLANET HOME LENDING, LLC** ("Lender"), whose address is **321 RESEARCH PARKWAY, SUITE 303, MERIDEN, CT 06450**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MARCH 11, 2019** and recorded on **MARCH 12, 2019** in **INSTRUMENT NO. 1907122075**, of the **OFFICIAL** Records of **COOK COUNTY, ILLINOIS**, 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

4258 W 21ST ST, CHICAGO, ILLINOIS 60623

(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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, **MARCH 1, 2023** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$80,578.28**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest 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, in the amount of U.S. **\$0.00**.
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 **6.8750%**, from **MARCH 1, 2023**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 529.34**, beginning on the **15TH** day of **APRIL, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2053** (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.
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.

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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.
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.

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In Witness Whereof, I have executed this Agreement.

Borrower: JOHN A. WILKINS

Date

3/14/2023

Borrower: LATONYA BARTON-WILKINS *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date

3/14/2023

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of Cook

This instrument was acknowledged before me on March 14, 2023 (date) by JOHN A. WILKINS, LATONYA BARTON-WILKINS (name/s of person/s acknowledged).

Notary Public (Seal)

Printed Name: Dana K. Cage

My Commission expires: 7/22/2024



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In Witness Whereof, the Lender has executed this Agreement.

PLANET HOME LENDING, LLC

Andrea C.P. McArthur 3-22-23
 By **ANDREA C. P. MCARTHUR** (print name) Date
NMLS#1733324
Assistant Secretary (title)

_____ [Space Below This Line for Acknowledgments] _____

Acknowledgment for Corporation

State of CONNECTICUT

County of NEW HAVEN

On this the 22nd day of March, 2023, before me, a Notary Public, personally appeared **ANDREA C. P. MCARTHUR NMLS#1733324** (Name of Officer) who acknowledged himself/herself to be the **ASSISTANT SECRETARY** (Title of Officer) of **PLANET HOME LENDING, LLC** (Name of Corporation), a corporation, and that he/she, as such **ASSISTANT SECRETARY** (Title of Officer), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as **ASSISTANT SECRETARY** (Title of Officer).

In witness whereof I hereunto set my hand.

Date: 3/22/23



 Notary Public

LUAN M. GRIFFIN
 NOTARY PUBLIC
 State of Connecticut
 My Commission Expires
 February 28, 2026

Printed Name: _____

My Commission Expires: _____

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EXHIBIT A

**BORROWER(S): JOHN A. WILKINS AND LATONYA BARTON-WILKINS,
HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY**

LOAN NUMBER: 9102046394

LEGAL DESCRIPTION:

**The land referred to in this document is situated in the CITY OF CHICAGO,
COUNTY OF COOK, STATE OF ILLINOIS, and described as follows:**

**LOT 18 IN RESUBDIVISION OF THE SOUTH 75 FEET OF LOTS 21 TO 40, BOTH
INCLUSIVE, IN BLOCK 2 IN T.P. PHILLIPS EQUITABLE LAND ASSOCIATION'S
SECOND ADDITION TO CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 39, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS**

ALSO KNOWN AS: 4258 W 21ST ST, CHICAGO, ILLINOIS 60623

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EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **JOHN A. WILKINS AND LATONYA BARTON-WILKINS, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY** made to "MERS" MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR UNITED FIDELITY FUNDING CORP. for \$95,243.00 and interest, dated **MARCH 11, 2019** and recorded on **MARCH 12, 2019** in INSTRUMENT NO. **1907122075**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR UNITED FIDELITY FUNDING CORP., ITS SUCCESSORS AND ASSIGNS (assignor)**, made to **PLANET HOME LENDING, LLC., ITS SUCCESSORS AND ASSIGNS (assignee)**, by assignment of mortgage dated **JULY 14, 2022** and recorded on **JULY 14, 2022** in INSTRUMENT NO. **2219518230**.