

# UNOFFICIAL COPY

Doc#: 2315625054 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 06/05/2023 03:52 PM Pg: 1 of 8

**When Recorded Return To:**  
Richmond Monroe Group, Inc.  
82 Jim Linegar Lane  
Branson West, MO 65737  
Ref#: 0004190000160630  
SPS                      BBLM

This instrument was prepared by:  
**Select Portfolio Servicing, Inc.**  
Angeleque Gallegos  
3217 S Decker Lake Dr  
Salt Lake City, UT 84119

Permanent Index Number: 08-08-106-024-1278

[Space Above This Line For Recording Data]

Loan No.: 0023783426

240234

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is effective **April 17, 2023**, between **MARIA I. GAITAN**, ("Borrower") and **Select Portfolio Servicing, Inc.**, acting on behalf of the owner of the Security Instrument, ("Lender"). If Borrower's representations and covenants in Section 1 continue to be true in all material respects, then this Agreement will amend and supplement, as set forth in Section 2, the Security Instrument made by the Borrower, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **March 2, 2007** in the original principal sum of **\$115,000.00** and recorded on **April 19, 2007** in Book, Volume, or Liber No. \_\_\_\_\_, at Page \_\_\_\_\_ (or as Instrument No. **0710911144**) of the Official Records of **Cook, Illinois** and (2) the Note, bearing the same date as, and secured by, the Security Instrument and defined therein as the "Property", located at **2410 W ALGONQUIN ROAD UNIT 17, ROLLING MEADOWS, IL 60008**. The Note and Security Instrument are collectively referred to in this Agreement as the "Loan Documents."

1. **Borrower Representations and Covenants.** Borrower certifies, represents, covenants, and agrees as follows:
  - a. Borrower is experiencing a financial hardship, and as a result, (i) is in default under the Security Instrument or default is imminent, and (ii) Borrower does not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.
  - b. There has been no impermissible change in the ownership of the Property since Borrower signed the Security Instrument.



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- c. If requested by Lender, Borrower has provided documentation for all income that they receive.
  - d. All documents and information Borrower has provided to Lender in connection with this Agreement, including the documents and information regarding eligibility for this Agreement, are complete, true and correct.
  - e. Borrower has made or will make all payments required under a trial modification plan or loan workout plan, if applicable.
  - f. The property is neither in a state of disrepair, nor condemned.
  - g. Borrower is not a party to any litigation involving the Loan Documents, except to the extent the Borrower may be a defendant in a foreclosure action.
2. **The Modification.** If Borrower's representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **May 1, 2023** (the "Modification Effective Date") and all late charges that remain unpaid will be waived. Borrower understands that if they fail to make any payments as a precondition to this modification under a workout plan or trial modification plan, this modification will not take effect. The first modified payment will be due on **June 1, 2023**.
- a. The Maturity Date will be **December 1, 2058**.
  - b. The modified principal balance of the Security Instrument will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to the account associated with the Security Instrument. The new principal balance of the Security Instrument will be **\$95,018.32** (the "New Principal Balance"). Borrower understands that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Borrower also understands that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
  - c. **\$7,582.30** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and will be treated as a non-interest bearing principal forbearance. Borrower will not pay interest or make monthly payments on the Deferred Principal Balance. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$87,436.02**. Interest at the rate of **3.625%** will begin to accrue on the Interest Bearing Principal Balance as of **May 1, 2023** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **June 1, 2023**. The payment schedule for the modified Security Instrument is as follows:



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Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
2023 - 2058	3.625%	05/01/2023	\$364.74	\$170.92, may adjust periodically	\$535.66, may adjust periodically	06/01/2023	427

The Deferred Principal Balance of **\$7,582.30** will be due as a balloon payment on the earlier of, payoff of the Interest Bearing Principal Balance, transfer of the property or on the Modified Maturity Date. The above terms in this Section 2.c shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

\*The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.

The above terms in this section 2.c shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate. Interest will be charged on unpaid principal until the full amount of the Principal Balance has been paid. I will pay interest at a yearly rate of **3.625%**.

- d. Borrower has agreed to establish an escrow account to pay for property taxes and pay a monthly escrow payment in the initial amount of **\$170.92**. Borrower acknowledges that the payments attributable to taxes are determined by the state taxing authorities and, therefore, are subject to change from time to time. Borrower will be notified of any changes. The monthly payment under this modification does not include the collection of funds for homeowner's insurance. Therefore Borrower is responsible for the payment of insurance as required under the Loan Documents. If Borrower fails to pay homeowner's insurance, the property may not be protected from loss or damage.

3. Other Agreements. Borrower and Lender also agree to the following:

- a. This Agreement shall supersede any modification, forbearance, trial period plan, or other workout plan that Borrower previously entered into with Lender.
- b. The Security Instrument and Note, as modified by this Agreement, are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- c. The Borrower acknowledges and agrees the Security Instrument and Note are not discharged and all terms of the Security Instrument and Note, except as expressly modified by this Agreement, or by the U.S. Bankruptcy Code, remain in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Note and Security Instrument.
- d. Borrower will be bound by and comply with all covenants, agreements, and requirements of the Security Instrument as modified by the Agreement and the Security Instrument, including all requirements to make payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Note and Security Instrument.



\* 0 0 2 3 7 8 3 4 2 6 \*



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- e. If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Loan Documents as amended by this Agreement, within ten (10) days after receipt of the Lender's request, Borrower will execute, acknowledge, initial, and deliver to the Lender any documentation the Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If Borrower fails to do so, Borrower will be liable for any and all loss or damage which the Lender reasonably sustains as a result of Borrower's failure. At Lender's option, this Agreement will be void and of no legal effect upon notice of such loss, misplacement, misstatement, or inaccuracy. If Borrower elects not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and Borrower will not be eligible for a modification.
- f. The mortgage insurance premiums due from Borrower, if applicable, may increase as a result of the capitalization, which will result in a higher total monthly payment. Furthermore, the date on which Borrower may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- g. As of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, Borrower agrees as follows: If all or any part of the Property or any interest in it is sold or transferred without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, the Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If the Lender exercises this option, the lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days – depending on state law and other requirements – from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Mortgage without further notice or demand on the Borrower.
- h. As of the Modification Effective Date, a buyer of the Property will not be permitted, under any circumstance, to assume the Loan. In any event, this Agreement may not be assigned to, or assumed by, a buyer of the Property.
- i. All payment amounts specified in this Agreement assume that payments will be made as scheduled.
- j. If Borrower is in bankruptcy upon execution of this document, Borrower will cooperate fully with Lender in obtaining any required bankruptcy court and trustee approvals in accordance with local court rules and procedures. Borrower understands that if such approvals are not received, then the terms of this Agreement will be null and void. If this Agreement becomes null and void, the terms of the original Loan Documents shall continue in full force and effect, and such terms shall not be modified by this Agreement.
- k. If Borrower(s) received a discharge in a Chapter 7 bankruptcy subsequent to the execution of the Loan Documents, Lender agrees that such Borrower(s) will not have personal liability on the debt pursuant to this Agreement.
- l. In agreeing to the changes to the original Loan Documents as reflected in this Agreement, Lender has relied upon the truth and accuracy of all of the representations made by Borrower(s), both in this Agreement and in any documentation provided by or on behalf of Borrower(s) in connection with this Agreement. If Lender subsequently determines that such representations or documentation were not truthful or accurate, Lender may, at its option, rescind this Agreement and reinstate the original terms



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of the Loan Documents as if this Agreement never occurred.

**TAX CONSEQUENCES OF LOAN MODIFICATIONS.** There may be income tax consequences related to this loan modification. Because you will be responsible for paying any income tax due as a result of this loan modification, you may wish to consult a tax advisor before accepting this loan modification.

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The Borrower(s) and Lender have signed this Agreement as of the Effective Date.

Maria I Gaitan  
Borrower - MARIA I. GAITAN

Date: 05/04/23

### ACKNOWLEDGMENT

State of Illinois §  
County of COOK §

The foregoing instrument was acknowledged before me this MAY 4, 2023 by MARIA I. GAITAN.



(Seal)

[Signature]  
Signature of Person Taking Acknowledgment  
JACK HAZEKAMP  
Printed Name  
NOTARY, PRIVATE CLIENT BANKER  
Title or Rank  
Serial Number, if any: \_\_\_\_\_



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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID OBLIGATION TO PAY  
Select Portfolio Servicing, Inc

By: [Signature] MAY 23 2023  
-Lender Date of Lender's Signature  
**Matthew Huerta**  
Document Control Officer

### ACKNOWLEDGMENT

State of Utah §  
County of Salt Lake §

On this 23 day of May, 2023, personally appeared before me Matthew Huerta, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a ★ of Select Portfolio Servicing, Inc and that said document was signed by him/her on behalf of said Corporation by Authority of its Bylaws or (Resolution of its Board of Directors,) and said ★ acknowledged to me that said Corporation executed the same.

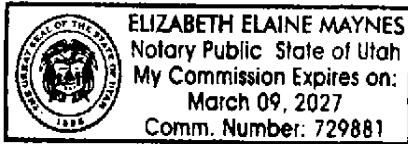
★ Document Control Officer

[Signature]  
Signature of Notary Public  
**Elizabeth Elaine Maynes**

Printed Name

Residing at: Utah

My Commission Expires: March 9, 2027



(Seal)



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## EXHIBIT A

**BORROWER(S): MARIA I. GAITAN**

**LOAN NUMBER: 0023783426**

**LEGAL DESCRIPTION:**

**STATE OF ILLINOIS, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:**

**UNIT 2410-17 IN COACH LIGHT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 2 AND LOT "A" IN ALGONQUIN PARK UNIT NUMBER 2, BEING A SUBDIVISION IN THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25385416, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: PROPERTY ID: 08-08-106-024-1278 PROPERTY ADDRESS: 2410 ALGONQUIN ROAD, UNIT 17 ROLLING MEADOWS, IL 60008**

**Permanent Index Number: 08-08-106-024-1278**

**ALSO KNOWN AS: 2410 W ALGONQUIN ROAD UNIT 17, ROLLING MEADOWS, IL 60008**

