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Doc#. 2317106077 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 06/20/2023 09:54 AM Pg: 1 of 7

This Document Prepared By:
LOGA ARAMID
CITIZENS BANK, N.A. F/K/A RBS
CITIZENS, N.A. S/B/M TO CHARTER
ONE BANK, N.A.
10561 TELEGRAPH RD
GLEN ALLEN, VA 23059
(877) 745-7364

When Recorded Mail To:
FIRST AMERICAN TITLE
DTO REC., MAIL CODE: 4002
4795 REGENT BLVD
IRVING, TX 75063

Tax/Parcel #: 06-28-402-019-1037

[Space Above This Line for Recording Data]

Original Principal Amount: \$118,800.00

Investor Loan No.: 8000064819

Unpaid Principal Amount: \$90,264.49

Loan No: 8000064819

New Principal Amount \$105,915.14

New Money (Cap): \$15,650.65

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **22ND** day of **MAY, 2023**, between **HIMESH H. JHAVERI AND DEEPEKA JHAVERI HUSBAND AND WIFE** ("Borrower") whose address is **1112 HORIZON DRIVE, BARTLETT, ILLINOIS 60103** and **CITIZENS BANK, N.A. F/K/A RBS CITIZENS, N.A. S/B/M TO CHARTER ONE BANK, N.A.** ("Lender"), whose address is **10561 TELEGRAPH RD, GLEN ALLEN, VA 23059**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JUNE 21, 2006** and recorded on **SEPTEMBER 15, 2006** in **INSTRUMENT NO. 0625815022**, 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

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1112 HORIZON DRIVE, BARTLETT, ILLINOIS 60103
(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):

- As of **JUNE 1, 2023**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$105,915.14**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 **2.0000%** from **MAY 1, 2023**. Borrower promises to pay monthly payments of principal and interest of U.S. **\$480.44** beginning on the **1ST** day of **JUNE, 2023** and continue. Borrower's payment schedule for the modified loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-24	2.0000%	05/01/2023	\$480.44	06/01/2023	24
25-36	4.2500%	05/01/2025	\$592.89	06/01/2025	12
37-275	6.6250%	05/01/2026	\$720.46	06/01/2026	239

Borrower shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **April 1, 2046**, (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

- 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.

- 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 dates specified in paragraph No. 1 above:

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- (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
 - (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. 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 provision hereof, nor shall this Agreement in any 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

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to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging .

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In Witness Whereof, I have executed this Agreement.

Borrower: HIMESH H. JHAVERI

6/3/23

Date

Borrower: DEEPEKA JHAVERI *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

6/3/23

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of Cook

This instrument was acknowledged before me on 6-3-2023
(date) by HIMESH H. JHAVERI, DEEPEKA JHAVERI (name/s of person/s acknowledged).

Notary Public

(Seal)

Printed Name: Kanella D. Antonopoulos

My Commission expires:

8-10-23



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In Witness Whereof, the Lender has executed this Agreement.

CITIZENS BANK, N.A. F/K/A RBS CITIZENS, N.A. S/B/M TO CHARTER ONE BANK, N.A.

By Danielle Ingram (Print Name) AVP (Title) 6/13/23 Date
 [Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

State of Virginia

County of Henrico

This foregoing instrument was acknowledged before me on June 13, 2023 by Danielle Ingram the AVP of CITIZENS BANK, N.A. F/K/A RBS CITIZENS, N.A. S/B/M TO CHARTER ONE BANK, N.A., a company, on behalf of the company.

Dionne Clark
 Notary Public

Dionne L. Clark
 NOTARY PUBLIC
 REG. #7866404
 COMMONWEALTH OF VIRGINIA
 MY COMMISSION EXPIRES April 30th 2024

Printed Name: Dionne Clark
 My commission expires: 4/30/24



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EXHIBIT A

BORROWER(S): HIMESH H. JHAVERI AND DEEPEKA JHAVERI HUSBAND AND WIFE

LOAN NUMBER: 8000064819

LEGAL DESCRIPTION:

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

UNIT 11-1112-C IN EAGLE'S RIDGE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1 THROUGH 29, BOTH INCLUSIVE, AND 31, IN EAGLE'S RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED SEPTEMBER 13, 1999 AS DOCUMENT 99865279 IN THE RECORDER'S OFFICE OF COOK COUNTY ILLINOIS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME.

ALSO KNOWN AS: 1112 HORIZON DRIVE, BARTLETT, ILLINOIS 60103