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Doc#: 2317841047 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 06/27/2023 10:05 AM Pg: 1 of 14

**Requested By and
When Recorded Return To:
ServiceLink Loan Mod Solutions
3220 El Camino Real
Irvine, CA 92612
(800) 934-3124**

IL SMS No 974010428 MOD

This Document Prepared by:
Meredith Prickett

Mail Tax Statements To:
Shellpoint Mortgage Servicing
55 Beattie Place Suite 110 (MS 157)
Greenville, SC 29601
Telephone: 866-825-2174

_____ [Space Above This Line For Recording Data] _____

Modification Agreement
Document Date: 2/1/2023

23030892
SP

Loan Type Case No: **138-0502079**
Original Mortgagor: **BARRY L BARNEY JR**
Address: **2115 SPRUCE RD, Homewood, IL, 60430 (Cook County)-Primary Residence**
Original Mortgagee: **AMERICAN PORTFOLIO MORTGAGE**
Present Holder of the Note and Lien: **NewRez LLC d/b/a Shellpoint Mortgage Servicing**
Holder's Address: **c/o NewRez LLC D/B/A Shellpoint Mortgage Servicing**
55 Beattie Place Suite 110 Greenville, SC 29601 (Greenville County)

Original Loan Amount: **\$\$98,188.00**

Current Unpaid Balance: **\$\$96,181.33**

New Money (Intangible Amount): **\$-7,615.24**

New Unpaid Balance: **\$\$88,566.09**

Original Mortgage Recorded on **3/5/2020**, Instrument #: **2006508148**, Book: **N/A**, Page: **N/A**
Parcel #: **29-31-109-004-0000**

Legal Description: **LOT 3 IN BLOCK 16 IN DIXMOOR, A SUBDIVISION OF THE
NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 36
NORTELE RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF
THE NORTH 1/2 OF SECTION 3 1, TOWNSHIP 36 NORTH, RANGE 14, EAST OF
THE THIRD PRINCIPAL MERIDIAN, ACCORDNG TO THE PLAT THEREOF
RECORDED JUNE 6, 1927 AS DOCUMENT 9675674, IN COOK COUNTY, ILLINOIS.**

*This document is not part of the mod agreement but created for the purposes of recording the
mod agreement attached.*

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Imb Tracking Number: 1ZW9A0021396022599

Return To: Caliber Home Loans, Inc.75 Beattie Place
Suite 300
Greenville, SC 29601**Prepared By:** Caliber Home Loans,
Inc.75 Beattie Place
Suite 300
Greenville, SC 29601

**FHA Home Affordable Modification
Agreement With Partial Claim**

LenderCaliber Home Loans, Inc.
75 Beattie Place, Suite 300
Greenville, SC 29601Date of first lien mortgage, deed of trust, or security deed ("*Mortgage*") and Note ("*Note*"): February 27, 2020Property Address ("*Property*"): 2115 SPRUCE RD
HOMewood, IL 60430-1045

The real property described being set forth as follows: The legal description to the Property may be attached to this Agreement by the Servicer if required.

Date: March 7, 2023**Loan Number:** 9740104428**FHA Case Number:** 1380502079703If my representations and covenants in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("*Agreement*") will, as set forth in Section 3, amend and** See Modification Due On Transfer Rider*

Note: If more than one Borrower or Mortgagor is executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



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supplement (1) the Mortgage on the Property, and (2) the First Lien Note secured by the Mortgage. The Mortgage and First Lien Note together, as they may previously have been amended, are referred to as the "Loan Documents". Except for "Subordinate Note" and "Subordinate Security Instrument", capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return the Subordinate Note, Subordinate Security Instrument, and two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations and Covenants.** I certify, represent to Lender, covenant and agree:
 - A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.
 - B. One of the borrowers signing this Agreement, the Subordinate Note, and the Subordinate Security Instrument lives in the Property as a principal residence, and the Property has not been condemned.
 - C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the Lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage.
 - D. I have provided documentation for **all** income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the FHA Home Affordable Modification Program (the "Program")).
 - E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct.
 - F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so.
 - G. I have made or will make all payments required under a trial period plan.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:
 - A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified, this Agreement will terminate, and the Subordinate Note and Subordinate Security Instrument



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will not be in effect. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents.

- B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
3. **The Modification.** If my 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 February 1, 2023 (the "*Modification Effective Date*") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a trial period plan, this modification will not take effect. The first modified payment will be due on March 1, 2023.
- A. The Maturity Date will be February 1, 2053.
- B. The current Total Outstanding Balance of my loan includes all unpaid principal and amounts that will be past due as of the Modification Effective Date. The current Total Outstanding Balance of my First Lien Note includes unpaid principal, unpaid and deferred interest, fees, escrow advances and other costs, but excludes unpaid late charges, and is less any amounts paid to the Lender but not previously credited to my Loan. The current Total Outstanding Balance of my loan is \$21,239.16.
- C. \$28,854.40 of the Total Outstanding Balance will be included in the amount of a Subordinate Note ("*Subordinate Note*") and I will not pay interest or make monthly payments on this amount. To reduce my mortgage payment, Lender will defer (pay down) \$7,615.24 of principal included in the Subordinate Note.
- D. The Total Outstanding Balance less the amount of the Subordinate Note, or \$88,566.09, will be the New Principal Balance of my First Lien Note. Interest at the rate of 7.000% will begin to accrue on the New Principal Balance as of February 1, 2023 and the first new monthly payment on the New Principal Balance will be due on March 1, 2023. My payment schedule for the modified Loan 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
30	7%	02/01/2023	\$589.23	\$576.14 May adjust periodically	\$1,165.37 May adjust periodically	03/01/2023	360

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

The above terms in this Section 3.D. 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.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

- E. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- F. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.D.
- G. I agree to pay in full the Subordinate Note and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay all amounts due and owing under the First Lien Note, including any subsequent modifications to the First Lien Note, or (iii) the new Maturity Date set forth in Section 3.A above.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, the Subordinate Note, and the Subordinate Security Instrument, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower



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are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.

- B. That this Agreement, the Subordinate Note, and the Subordinate Security Instrument shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, the Subordinate Note, and the Subordinate Security Instrument with all covenants, agreements, and requirements of the Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. **Funds for Escrow Items.** I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "*Funds*") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "*Escrow Items*." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "*covenant and agreement*" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("*RESPA*"), and (b) not to exceed the maximum amount a lender can



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require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. The Loan Documents constitute a first lien on the Property and are in no way prejudiced by this Agreement.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, the Subordinate Note, and the Subordinate Security Instrument, remain in full force and effect; nothing in this Agreement or the Subordinate Note, or the Subordinate Security Instrument shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Subordinate Note, and the Subordinate Security Instrument, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option



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if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.

- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the *Garn St. Germain Act*, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the First Lien Note or in any addendum or amendment to the First Lien Note allowed for the assessment of a penalty for full or partial prepayment of the First Lien Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect 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 I will not be eligible for a modification under the FHA Home Affordable Modification.
- L. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer,



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guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.

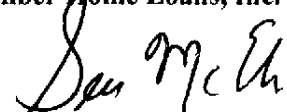
M. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the First Lien Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the First Lien Note. All documents the Lender requests of me under this Section 4.M. shall be referred to as "Documents". I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.

Borrower

 3-27-23
BARRY L BARNEY JR Date
Seal

Lender

Caliber Home Loans, Inc.

 Sean McElveen, Supervisor MAR 29 2023
Date
Seal



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Imb Tracking Number:

Acknowledgment

State of Illinois

County of Cook

This instrument was acknowledged before me this 27th day of March,
2023 by

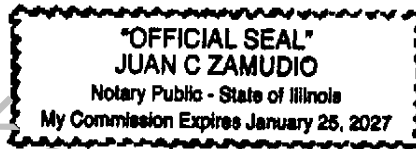
BARRY L BARNEY JR

[Handwritten Signature]
Notary Public

JUAN C Zamudio
Notary Public Name

This notarial act was completed:

- In Person
- In Person Electronic
- Remote Online Notarization



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Acknowledgment

State of Illinois SCAem

County of Cook Greenville Mem

This instrument was acknowledged before me this 29th day of March, 2023 by Sean McElveen as

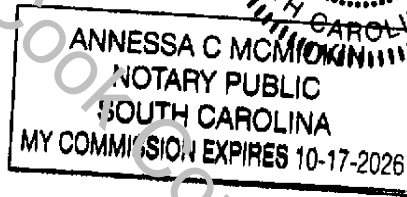
Supervisor for Caliber Home Loans, Inc.

Annessa C McEmick
Notary Public

Annessa C McEmick
Notary Public Name

This notarial act was completed:

- In Person
- In Person Electronic
- Remote Online Notarization



FHA Case Number: 1380502079703

Servicer Loan Number: 9740104428



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Imb Tracking Number: 1ZW9A0021396022599

Modification Due On Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective February 1, 2023, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by BARRY L BARNEY JR (the "Borrower") and Caliber Home Loans, Inc. (the "Lender") covering the Property described in the Loan Modification Agreement located at:

2115 SPRUCE RD, HOMEWOOD, IL 60430-1045

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.


B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

Borrower

 3-27-23
BARRY L BARNEY JR Date

Lender

Caliber Home Loans, Inc.

 Sean McElveen, Supervisor MAR 29 2023
Date

Investor Loan Number: 1380502079703

Servicer Loan Number: 9740104428



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Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

Borrower


BARRY L BARNEY JR

3-27-23
Date



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Lender

Caliber Home Loans, Inc.



Sean McElveen, Supervisor

MAR 29 2023

Date

Investor Loan Number: 1380502079703

Servicer Loan Number: 9740104428

Property of Cook County Clerk's Office

