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Doc#: 2329028071 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/17/2023 11:21 AM Pg: 1 of 8

Investor Loan # 4027280537

Recording Requested By:

Valon Mortgage, Inc.
14647 S 50th St Suite A-150
Phoenix, AZ 85044

After Recording Return To:

Valon Mortgage, Inc. C/O:
Mortgage Connect, LP
6860 North Argonne St
Unit A
Denver, CO 80249
APN/Tax ID: 29-31-404-004
Recording Number: 2866437

This document was prepared by Valon Mortgage, Inc., Taylor Bednarik, 14647 S. 50th Street, Suite A-150, Phoenix, AZ 85044 (857) 218-3690.

Space Above This Line For Recording Data

Original Principal Amount: \$223,250.00

Loan Number: 7636916261

Unpaid Principal Amount: \$216,105.07

New Principal Amount: \$223,260.53

MERS#: 100031400009000145

Original Security Instrument recorded on Date 08/16/2021 in Book or Liber _____, at page(s) _____, and/or as Document/Instrument Number 2122812049, in the Records of Cook County, ILLINOIS.

**LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement") between **WALTER C. COLLINS, AN UNMARRIED MAN** whose address is 1745 BURR OAK RD, HOMEWOOD, IL 60430 ("Borrower" or "I") and **SENECA MORTGAGE SERVICING LLC** whose address is 28 S MAIN ST STE 1, NEWTOWN, CT 06470 ("Lender"), and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** ("MERS") whose address is P.O. Box 2026, Flint, MI 48501-2026 ("Mortgagee"), is given on 09/08/2023, and amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), made by **WALTER C. COLLINS, AN UNMARRIED MAN** to **MERS AS NOMINEE FOR FIRST GUARANTY MORTGAGE CORP.** for **\$223,250.00** and interest, dated 07/15/2021 and recorded on Date 08/16/2021 in Book or Liber _____, at page(s) _____, and/or as Document/Instrument Number 2122812049, in the Records of Cook County, ILLINOIS, and (2) the Note bearing the same date as and secured by the Security Instrument, which was entered into as security for the performance of the Note and encumbers the real and personal property described and defined in the Security Instrument as the "Property," located at **1745 BURR OAK RD HOMEWOOD, IL 60430. See Exhibit A for Legal Description**



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MERS #: 100031400009000145

Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation that is acting solely as a nominee for the owner and holder of the promissory note, its successors and assigns. The MERS address is P.O. Box 2026, Flint, MI 48501-2026. The MERS telephone number is (888) 679-MERS (6377).

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 09/14/2023, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$223,260.53, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 3.250%, from 10/01/2023. Borrower promises to make monthly payments of principal and interest of U.S. \$831.74, beginning on the 1st day of November, 2023, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.250% will remain in effect until principal and interest are paid in full. If on 10/01/2063 (the "Maturity Date"), 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.

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



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- (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 provisions 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.



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6. Borrower further understands and agrees that:
- a. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address of P.O. Box 2026, Flint, MI 48501-2026. The MERS telephone number is (888) 679-MERS (6377).
7. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in the Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender.
8. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund any Escrow Items.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the final 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.



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By SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

**Sign here to execute
Modification Agreement**

Walter C. Collins

Walter C. Collins

(Must be signed exactly as printed)

09 126 12023

Signature Date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

STATE OF ILLINOIS

COUNTY OF COOK

On the 26 day of SEPT. in the year 2023 before me, the undersigned, Notary Public (or [] if an Online Notary Public), in and for said State, personally appeared by physical presence (or [] if by online notarization/use of audio/video communication technology) Walter C. Collins, personally known to me or proved to me on the basis of satisfactory evidence of identification to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they voluntarily executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument for its stated purpose.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: DRIVER LICENSE

WITNESS my hand and official seal.

Earlene Slusher

(Signature)

Notary Public: EARLENE SLUSHER

(Printed Name)

My commission expires: APR. 29, 2025

(Please ensure seal does not overlap any language or print.)



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THIS SECTION IS FOR INTERNAL USE ONLY

Sender: Seneca Mortgage Servicing, LLC

By: [Signature]
Name: Monica Hargrove
Title: VP, Valon Mortgage, Inc.
as attorney-in-fact

10/10/2023
Date

[Space below this line for Acknowledgement]

STATE OF Arizona
COUNTY OF Maricopa

On 10th day of October in the year 2023 before me, Walter Taylor Bednarik
Notary Public, personally appeared Monica Hargrove
of Valon Mortgage, Inc. as attorney-in-fact for Seneca Mortgage Servicing, LLC

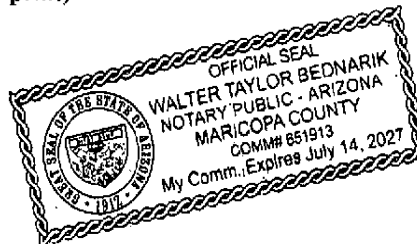
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature] Notary Signature
Walter Taylor Bednarik Notary Public Printed Name
(exactly as printed on seal)
7-14-2027 Notary Public Commission
Expiration Date

(Please ensure seal does not overlap any language or print)

Signatures continue on the following page



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THIS SECTION IS FOR INTERNAL USE ONLY

Mortgage Electronic Registration Systems, Inc.,
as nominee for Lender, its successors and assigns

By: *Keyonna Spratley* , 10/10/2023
Date
Keyonna Spratley , Assistant Secretary

[Space below this line for Acknowledgement]

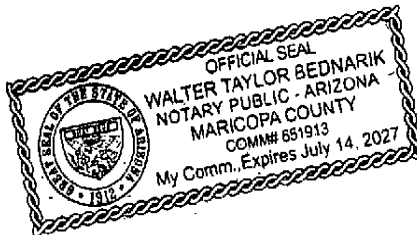
STATE OF Arizona
COUNTY OF Maricopa

On 10th day of October in the year 2023 before me, Walter Taylor Bednarik
Notary Public, personally appeared Keyonna Spratley,

Assistant Secretary of Mortgage Electronic Registration Systems Inc., as nominee for Lender, its successors and assigns personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Walter Taylor Bednarik Notary Signature
Walter Taylor Bednarik Notary Public Printed Name
(exactly as printed on seal)
7-14-2027 Notary Public Commission
Expiration Date



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EXHIBIT A

All that certain lot or piece of ground situated in COOK COUNTY, ILLINOIS:

Lot 62 in Gladsville's Subdivision of that part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, lying north of Main Street (except the East 342 feet of the West 342 feet of the South 360 feet of said tract) in Cook County, Illinois.

Being the same property as conveyed from Walter C. Collins, an unmarried person to Walter C. Collins, an unmarried person, Taylor Tompkins, an unmarried person, not in tenancy in common, but in joint tenancy as set forth in Deed Instrument #2217947155 dated 06/23/2022, recorded 06/28/2022, COOK County, ILLINOIS.

