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Doc#: 2331106525 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 11/07/2023 04:17 PM Pg: 1 of 8

After recording please mail to:
ServiceLink
Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602

This instrument was prepared by:
Shellpoint Mortgage Servicing
Meredith Prickett
55 Beattie Place Suite 110 (MS 157)
Greenville, SC 29601

Permanent Index Number: 29-11-215-027-0000

[Space Above This Line For Recording Data]

Loan No: 0579826380

VA Case #: 282860741104
Investor Loan No:

*230370963 SP

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 5th day of October, 2023, between EUGENE M PALMER II AND CHAYLA L WILSON-PALMER ("Borrower") and NewRez LLC d/b/a Shellpoint Mortgage Servicing ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated December 16, 2003, in the amount of \$112,650.00 and recorded on December 24, 2003 in Book, Volume, or Liber No. , at Page (or as Instrument No. 0335845116), of the Official (Name of Records) Records of COOK ILLINOIS (County and State, or other jurisdiction) 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

14736 S DANTE AVE, DOLTON, IL 60419
(Property Address)

the real property described being set forth as follows:

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

- LOAN MODIFICATION AGREEMENT RIDER

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):



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1. As of **December 1, 2023**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$69,471.54**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the New Principal Balance, plus interest, to the order of Lender. Interest will be charged on the New Principal Balance at the yearly rate of **4.125%** from **November 1, 2023**. Borrower promises to pay monthly payments of principal and interest of **\$423.31** beginning on the **1st** day of **December, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The new Maturity Date will be **January 1, 2044**. Borrower's payment schedule for the modified Loan is as follows:

No. of Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begin Date
242	4.125%	11/01/2023	\$423.31	\$502.43 May adjust periodically	\$925.74 May adjust periodically	12/01/2023

*The escrow payment may be adjusted periodically in accordance with applicable law; Therefore, my total monthly payment may change accordingly.

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 this 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 this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially



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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) This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
- b) As of the Modification Effective Date, 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.
- c) Borrower 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 notwithstanding 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.
- d) Borrower 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. Borrower understands that either a corrected Agreement or a letter agreement containing the correction will be provided to the borrower for signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. 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 under the Modification Program.
- e) 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, borrower will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies borrower against any loss associated with a demand on the Note. Borrower agrees to deliver the Documents within ten (10) days after received by the Lender's written request for such replacement.
- f) 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.
- g) 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



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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.

- h) 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.
- i) 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.
- j) 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.
- k) 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 to Lender or Third Parties.

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



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Borrower EUGENE M PALMER IIDate: 10/27/23Borrower CHAYLA L WILSON-PALMER *SIGNING
SOLELY TO ACKNOWLEDGE THIS
AGREEMENT, BUT NOT TO INCUR ANY
PERSONAL LIABILITY FOR THE DEBTDate: 10/27/2023

ACKNOWLEDGMENT

State of Illinois§
§
§County of COOKThe foregoing instrument was acknowledged before me this October 27, 2023 by
EUGENE M PALMER II AND CHAYLA L WILSON-PALMER.

(Seal)

Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Serial Number, if any: 833872

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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
NewRez LLC d/b/a Shellpoint Mortgage Servicing

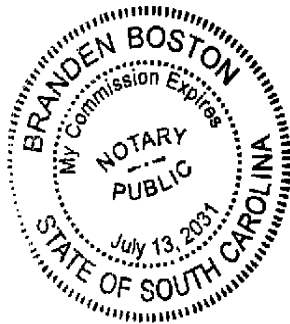
By: Sean McElveen OCT 30 2023
Sean McElveen, Supervisor -Lender Date of Lender's Signature

ACKNOWLEDGMENT

State of South Carolina
County of Greenville

OCT 30 2023

The foregoing instrument was acknowledged before me this OCT 30 2023 by
Sean McElveen, Supervisor of NewRez LLC d/b/a
Shellpoint Mortgage Servicing a South Carolina Corporation, on behalf of the Corporation.



(Seal)

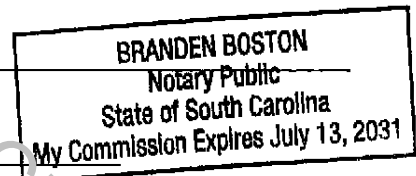
[Signature]
Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Serial Number, if any:

My Commission Expires:



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EXHIBIT A

BORROWER(S): EUGENE M PALMER II AND CHAYLA L WILSON-PALMER

LOAN NUMBER: 0579826380

LEGAL DESCRIPTION:

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

ALL INTEREST IN THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, TO WIT:

LOT 19 IN BLOCK 16 IN SHEPARD'S MICHIGAN AVENUE NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29, 1927 AS DOCUMENT NUMBER 9701452 AND FILED THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT LR360792, IN COOK COUNTY, ILLINOIS.

HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS.

PERMANENT INDEX NUMBER(S): 29-11-213-027

PROPERTY ADDRESS: 14736 DANTE, DOLTON, ILLINOIS 60419

Permanent Index Number: 29-11-213-027-0000

ALSO KNOWN AS: 14736 S DANTE AVE, DOLTON, IL 60419



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Loan No. 0579826380

Borrowers ("Borrower"): EUGENE M PALMER II and CHAYLA L WILSON-PALMER

LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 6th day of, October, 2023, by and between the undersigned borrower (the "Borrower") and NewRez LLC d/b/a Shellpoint Mortgage Servicing, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

1. Errors and Omissions

("Borrower") agrees, upon request of Lender, its successors or assigns ("Note Holder"), or upon request of any person acting on behalf of Note Holder, to fully cooperate with Note Holder or such person to correct any inaccurate term or provision of, mistake in, or omission from any document associated with the Modification. Borrower further agrees to execute such documents or take such action as Note Holder or such person acting on behalf of Note Holder reasonably may deem necessary (including without limitation the correction of any such inaccuracy, mistake, or omission) as will enable Note Holder to sell, convey, seek guaranty of, or market the Modification to any entity, including without limitation an investor, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any bonding authority.

Borrower further agrees to comply with any such request within a reasonable period of time as specified by Note Holder or by such person acting on behalf of Note Holder. Failure to comply shall constitute default under the Note and Security Instrument underlying the Modification and Note Holder may pursue its available remedies.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.

Borrower

EUGENE M PALMER II

Date:

10/07/23

Borrower

CHAYLA L WILSON-PALMER *SIGNING
SOLELY TO ACKNOWLEDGE THIS
AGREEMENT, BUT NOT TO INCUR ANY
PERSONAL LIABILITY FOR THE DEBT

Date:

10/07/2023

