

# UNOFFICIAL COPY

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Karen A. Yarbrough  
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Date: 11/09/2023 03:49 PM Pg: 1 of 7

Requested By and  
When Recorded Return To:  
ServiceLink Loan Mod Solutions  
3220 El Camino Real  
Irvine, CA 92602  
(800) 934-3124

**IL SMS No 9791027148 MOD**

This Document Prepared by:  
Meredith Pricken  
Mail Tax Statement 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: 9/25/2023

230517294-  
VP

Original Mortgagor: **LEONID MARKEVYCH - Married Man**  
Address: **5309 N DELPHIA AVE210, Chicago, IL, 60656 (Cook County)-Secondary Residence**

Original Mortgagee: **BLUESTAR MORTGAGE INC**

Present Holder of the Note and Lien: **Caliber Home Loans, Inc.**

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: **\$145,500.00**

Current Unpaid Balance: **\$134,284.21**

New Money (Intangible Amount): **\$115.79**

New Unpaid Balance: **\$134,400.00**

Original Mortgage Recorded on **4/26/2018**, Instrument #: **1811606097**, Book: **N/A**, Page: **N/A**

Parcel #: **12-11-119-020-1029**

Legal Description: **See Attached Exhibit "A"**

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Info Tracking Number: 1ZW9A0021391779219

GSE Loan Number: 4014933853

Servicer Loan Number: 9791027148

This document was prepared by: Caliber Home Loans, Inc.

Date document prepared: 09/25/2023

After recording please return to: Caliber Home Loans, Inc.  
75 Beattie Place, Suite 300  
Greenville, SC 29601

## Loan Modification Agreement

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1st day of October, 2023, between LEONID MARKEVYCH ("Borrower") and Caliber Home Loans, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated April 19, 2018, and recorded in Book of Liber N/A, at page(s) N/A, of the Official records of Cook, Illinois and (2) the Note ("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

5309 N DELPHIA AVE  
210  
CHICAGO, IL 60656-4608

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..

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$8,585.86, have been added to the indebtedness under the terms of the Note and Security Instrument. As of October 1, 2023, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$142,170.07 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. \$8,470.07 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$134,400.00. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 5.125%, from October 1, 2023. Borrower promises to make monthly payments of principal and interest of U.S. \$659.24, beginning on November 1, 2023, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new payment includes principal and interest of \$659.24 and escrow amount of \$504.19\* for a "total payment" amount of \$1,163.43. The yearly rate of 5.125% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be October 1, 2063.

See attached Exhibit "A"

See attached Modification doc on Transfer Rider



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

3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. 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.

5. 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
- (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.

6. 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



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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 ☐.

**Borrower**

L. Markovich 10.02.2023  
**LEONID MARKOVICH** Date

**Lender**

Caliber Home Loans, Inc.

Sean McElveen Sean McElveen, Supervisor  
 Date

OCT 05 2023

GSE Investor Loan #: 4014933853

Servicer Loan Number: 9791027148



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Space Below this Line for Corporate  
Acknowledgement

State of South Carolina  
County of Greenville

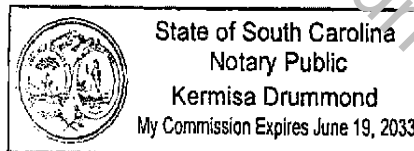
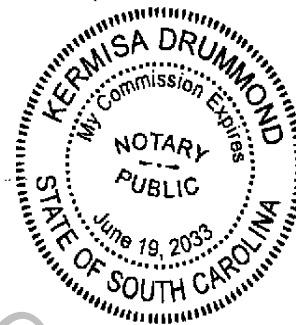
I certify Sean McElveen, Supervisor personally appeared  
before me this 5th day of Oct., 2023 and acknowledged  
that he or she is an authorized signer for Caliber Home Loans, Inc. I  
have personal knowledge of the identity of said officer,  
acknowledging to me that he or she voluntarily signed the foregoing  
document on behalf of the corporation for the purposes stated therein  
and in the capacity indicated.

Notary Signature



Typed/Printed Name: \_\_\_\_\_  
Notary Public, State of: \_\_\_\_\_  
(VA Notaries) Reg. No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(Official Seal)



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## Exhibit "A"

**UNIT NUMBER 210 IN 5301-17 NORTH DELPHIA AVENUE/INNISBROOK I  
CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING  
DESCRIBED PARCEL OF REAL ESTATE:**

**THAT PART OF LOT 4 IN ALBERT SCHORSCH'S SON'S CATHERINE COURTS  
TRACT NUMBER 1, IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE  
NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED  
AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN SAID  
ALBERT SCHORSCH SON'S CATHERINE COURTS TRACT NUMBER 1; THENCE  
WEST ALONG THE NORTH LINE OF SAID LOT 1 AND THE NORTH LINE OF LOT  
3 IN SAID SUBDIVISION 965.76 FEET; THENCE SOUTH 468.26 FEET TO THE  
POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE SOUTH 159.0  
FEET TO THE SOUTH LINE OF SAID LOT 4, THENCE NORTH 89 DEGREES 58  
MINUTES WEST 309.40 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4;  
THENCE NORTH 01 DEGREES 38 MINUTES 10 SECONDS EAST 158.98 FEET;  
THENCE EAST 304.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,  
ILLINOIS: WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION  
OF CONDOMINIUM MADE BY MC NERNEY-GOSLIN, INC , AN ILLINOIS  
CORPORATION, RECORDED IN THE OFFICE OF THE RECORDER OF COOK  
COUNTY, ILLINOIS AS DOCUMENT NUMBER 22199542, TOGETHER WITH ITS  
UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN  
COOK COUNTY, ILLINOIS.**

**PIN AND PROPERTY ADDRESS FOR INFORMATIONAL PURPOSES ONLY:  
12-11-119-020-1029 5309 N. DELPHIA AVE, UNIT 210, CHICAGO, IL 60656**

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

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**Modification Due On Transfer Rider**

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

5309 N DELPHIA AVE, 210, CHICAGO, IL 60656-4608

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**

L. Markovych 10.02.2023  
LEONID MARKEVYCH Date

**Lender**

Caliber Home Loans, Inc.

Sean McElveen Supervisor  
Date

OCT 05 2023

Investor Loan Number: 4014933853

Servicer Loan Number: 9791027148

