

# UNOFFICIAL COPY

Doc#: 2331833307 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 11/14/2023 02:03 PM Pg: 1 of 11

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: 15-15-423-028-0000

*[Space Above This Line For Recording Data]*  
**\*230380152-8p** Loan No: 0680710712  
Investor Loan No: 169786421

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 18th day of October, 2023, between HARRIETT JACKSON AKA HARRIET P JACKSON FITZGERALD AND LASHON M FITZGERALD ("Borrower") and NewRez LLC d/b/a Shellpoint Mortgage Servicing as Servicer and authorized agent of THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2007-11 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated May 31, 2007, in the amount of \$149,000.00 and recorded on June 14, 2007 in Book, Volume, or Liber No. , at Page (or as Instrument No. 2716505219) and re-recorded on April 17, 2013 in Instrument No. CRFN 1310734070 , of the Official (Name of Records) Records of COOK, ILLINOIS (County and State, or other jurisdiction) and (2) the Note, bearing the same date(s), 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

**2034 S 9TH AVE, MAYWOOD, IL 60153**

(Property Address)

the real property described being set forth as follows:

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

**ADDITIONAL ATTACHMENTS ATTACHED HERETO AND MADE A PART HEREOF**

- **LOAN MODIFICATION AGREEMENT RIDER**



\* 0 6 8 0 7 1 0 7 1 2 \*

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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 **November 1, 2023**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$134,062.77**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$32,000.00** 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 **\$102,062.77**. Interest at the rate of **2.000%** will begin to accrue on the Interest Bearing Principal Balance as of **October 1, 2023** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **11/01/2023**. The new Maturity Date will be **August 1, 2047**. 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
36	2.000%	10/01/2023	\$399.07	\$644.43 May adjust periodically	\$953.50 May adjust periodically	11/01/2023
12	3.000%	10/01/2026	\$361.62	May adjust periodically	May adjust periodically	11/01/2026
12	4.000%	10/01/2027	\$417.31	May adjust periodically	May adjust periodically	11/01/2027
12	5.000%	10/01/2028	\$475.66	May adjust periodically	May adjust periodically	11/01/2028
12	6.000%	10/01/2029	\$536.23	May adjust periodically	May adjust periodically	11/01/2029
202	6.625%	10/01/2030	\$574.90	May adjust periodically	May adjust periodically	11/01/2030

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

3. Borrower's Loan Modification Agreement contains a Balloon Payment.
  - A) THE BALLOON PAYMENT IS IN THE AMOUNT OF **\$68,346.91**, AND WILL BE DUE ON **AUGUST 1, 2047** (MATURITY) OR UPON SALE OF THE MORTGAGED PROPERTY IF SOLD PRIOR TO MATURITY.
  - B) THE ABOVE BALLOON PAYMENT AMOUNT IS BASED ON ALL OTHER MONTHLY PAYMENTS BEING PAID AS SCHEDULED. HOWEVER, IF BORROWER IS STILL OBLIGATED UNDER THE TERMS OF THE AGREEMENT AT MATURITY, OR UPON SALE, ANY UNPAID BALANCE INCLUDING INTEREST ON THE LOAN SHALL BE PAID TO THE LENDER AT THAT TIME.
  - C) NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO BE A WAIVER OF THE BORROWER'S DISCHARGE, AN ATTEMPT TO COLLECT AGAINST THE BORROWER PERSONALLY, OR AN ATTEMPT TO REVIVE PERSONAL LIABILITY. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THE TIME OF MATURITY. BORROWER WILL, THEREFORE, BE REQUIRED TO MAKE



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PAYMENT OUT OF OTHER ASSETS THAT THEY MAY OWN, OR WILL HAVE TO FIND A LENDER, WILLING TO LEND THEM THE MONEY. IF BORROWER REFINANCES THIS LOAN AT MATURITY, BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN, EVEN IF BORROWER OBTAINS REFINANCING FROM THE SAME LENDER .

4. 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.
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, 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 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) 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



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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 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.



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- 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 ☐.

7. Borrower 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." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's 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, Borrower 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. Borrower's 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 Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails 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 Borrower 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, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

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 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.



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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 Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower 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 Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, 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 Borrower 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 Borrower as required by RESPA, and Borrower 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 Borrower as required by RESPA, and Borrower 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 Borrower any Funds held by Lender.

Harriett Jackson AKA Harriett P Jackson Fitzgerald  
Borrower - HARRIETT JACKSON AKA HARRIETT P JACKSON FITZGERALD

Date: 10/27/2023

Lashon M Fitzgerald  
Borrower - LASHON M FITZGERALD \*SIGNING SOLELY TO ACKNOWLEDGE THIS AGREEMENT, BUT NOT TO INCUR ANY PERSONAL LIABILITY FOR THE DEBT

Date: 10/27/2023

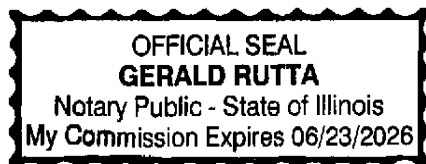


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## ACKNOWLEDGMENT

State of Illinois§  
§  
§County of DuPage

The foregoing instrument was acknowledged before me this October 27, 2023 by  
**HARRIETT JACKSON AKA HARRIET P JACKSON FITZGERALD AND LASHON M FITZGERALD.**



Gerald Rutta  
 Signature of Person Taking Acknowledgment

Gerald Rutta  
 Printed Name

Notary  
 Title or Rank

Serial Number, if any: —

(Seal)

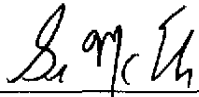


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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE

NewRez LLC d/b/a Shellpoint Mortgage Servicing as Servicer and authorized agent of THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2007-11

NOV 02 2023

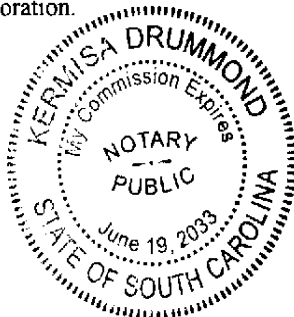
By:  \_\_\_\_\_  
 Sean McElveen, Supervisor -Lender Date of Lender's Signature

## ACKNOWLEDGMENT

State of South Carolina §  
 County of Greenville §

NOV 02 2023

The foregoing instrument was acknowledged before me this NOV 02 2023 by Sean McElveen, Supervisor of NewRez LLC d/b/a Shellpoint Mortgage Servicing as Servicer and authorized agent of THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2007-11 a South Carolina Corporation, on behalf of the Corporation.



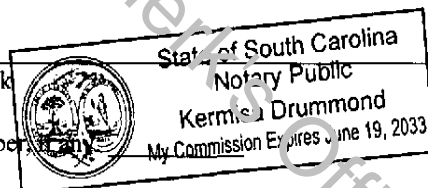
  
 Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Serial Number

My Commission Expires: \_\_\_\_\_



(Seal)



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## EXHIBIT A

**BORROWER(S): HARRIETT JACKSON AKA HARRIET P JACKSON FITZGERALD AND LASHON M FITZGERALD**

**LOAN NUMBER: 0680710712**

**LEGAL DESCRIPTION:**

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

**LOT 11 IN BLOCK 3 IN THE RE -SUBDIVISION OF BLOCKS 1, 2, 7 AND 8 OF A SUBDIVISION OF 34 ACRES IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PIN: 15-15-423-028**

**2034 S. 9TH AVENUE, MAYWOOD, IL 60153**

**Permanent Index Number: 15-15-423-028-0000**

**ALSO KNOWN AS: 2034 S 9TH AVE, MAYWOOD, IL 60153**



# UNOFFICIAL COPY

Loan No. 0680710712

Borrowers ("Borrower"): **HARRIETT JACKSON AKA HARRIET P JACKSON FITZGERALD and LASHON M FITZGERALD**

## LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 18th day of, October, 2023, by and between the undersigned borrower (the "Borrower") and NewRez LLC d/b/a Shellpoint Mortgage Servicing as Servicer and authorized agent of THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2007-11, (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.



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

Harriett Jackson AKA Harriett P. Jackson Fitzgerald  
Borrower - HARRIETT JACKSON AKA HARRIET  
JACKSON FITZGERALD

10/28/2023

Lashon M. Fitzgerald  
Borrower - LASHON M FITZGERALD \*SIGNING SOLELY  
TO ACKNOWLEDGE THIS AGREEMENT, BUT  
NOT TO INCUR ANY PERSONAL LIABILITY  
FOR THE DEBT

Date: 10/27/2023

