

UNOFFICIAL COPY

Doc#. 2335233260 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/18/2023 11:52 AM Pg: 1 of 7

This Document Prepared By:
**CRYSTAL RAFFLE
ROCKET MORTGAGE, LLC
635 WOODWARD AVE
DETROIT, MI 48226
(888) 663-7374**

When Recorded Mail To:
**FIRST AMERICAN TITLE
DTO RECORDING, MC 4002
4795 REGENT BLVD.
IRVING, TX 75063**

Tax/Parcel #: 29-12-113-015-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$125,661.00

Unpaid Principal Amount: \$132,930.72

New Principal Amount: \$138,245.57

Capitalization Amount: \$5,314.85

FHA/VA Case No.: 137-832393 1 703

Loan No: 3344703362

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 8TH day of DECEMBER, 2023, between WILLIAM BANKS, A SINGLE MAN ("Borrower"), whose address is 365 CHAPPEL AVE, CALUMET CITY, IL 60409 and ROCKET MORTGAGE, LLC, F/K/A QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC. ("Lender"), whose address is 635 WOODWARD AVE, DETROIT MI 48226, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated NOVEMBER 18, 2015 and recorded on NOVEMBER 24, 2015 in INSTRUMENT NO. 153265029, of the OFFICIAL Records of COOK COUNTY, ILLINOIS, 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

365 CHAPPEL AVE, CALUMET CITY, ILLINOIS 60409

(Property Address)

the real property described being set forth as follows:

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

UNOFFICIAL COPY

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 **JANUARY 1, 2024** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$138,245.57**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$5,314.85**.
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 **7.2500%**, from **JANUARY 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 884.32**, beginning on the **1ST** day of **FEBRUARY, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2064** (the "Maturity Date"), the 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
 - (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. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**

UNOFFICIAL COPY

6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

William Banks
Borrower: **WILLIAM BANKS**

12/13/23
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on December 13 2023 (date) by **WILLIAM BANKS** (name/s of person/s acknowledged).

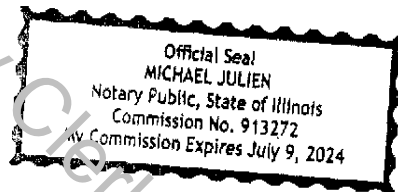
Before me, (name of notary), on this day personally appeared by means of interactive two-way audio and video communication (name of signer), who is known to me or has provided satisfactory evidence of identity in accordance with Illinois Governor J. B. Pritzker's Executive Order in Response to Covid-19 2020-14 and Executive Order in Response to Covid-19 2020-18 to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and acknowledged to me their presence in the State of Illinois.

Michael Julien
Notary Public (signature)

(Seal)

Notary Printed Name: Michael Julien

My Commission expires: 7-9-2024



UNOFFICIAL COPY

In Witness Whereof, the Lender has executed this Agreement.

**ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC., BY
FIRST AMERICAN TITLE INSURANCE COMPANY, AS ITS ATTORNEY-IN-FACT**

Cheryl Fey

**Cheryl Fey
Vice President**

DEC 15 2023

By

(print name)
(title)

Date

[Space Below This Line for Acknowledgments]

State of TEXAS
County of DALLAS

DEC 15 2023

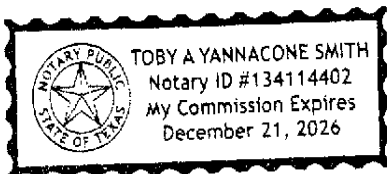
This instrument was acknowledged before me on _____ by
Cheryl Fey the VICE PRESIDENT of **ROCKET
MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC., BY FIRST
AMERICAN TITLE INSURANCE COMPANY, AS ITS ATTORNEY-IN-FACT**, a company, on behalf of
the company.

N/A This notarial act was an online notarization using communication technology.

Toby A Yannacone-Smith
Notary Public

Printed Name: **Toby A Yannacone-Smith**

My commission expires: **DEC 21 2026**



UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): WILLIAM BANKS, A SINGLE MAN

LOAN NUMBER: 3344703362

LEGAL DESCRIPTION:

The land referred to in this document is situated in the **CITY OF CALUMET CITY, COUNTY OF COOK, STATE OF IL**, and described as follows:

LOT 16 IN BLOCK 6 IN CRYER'S CALUMET CENTER ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 365 CHAPEL AVE, CALUMET CITY, ILLINOIS 60409

UNOFFICIAL COPY

Addendum


This Addendum is made a part of that Loan Modification Agreement entered into between **ROCKET MORTGAGE, LLC, F/K/A QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC.** (the "Lender") and **WILLIAM BANKS, A SINGLE MAN** (the "Borrower") dated **DECEMBER 8, 2023** the " Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.


Lender Signature _____
Cheryl Fey
Vice President

DEC 15 2023
Date

By: _____
Title: _____

Borrower: **WILLIAM BANKS**

12/13/23
Date