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When Recorded Return To:
Richmond Monroe Group, Inc.
82 Jim Linegar Lane
Branson West, MO 65737
Ref#: 0004190000178448

Doc#: 2402540047 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/25/2024 01:51 PM Pg: 1 of 8

SPS BBLM

This instrument was prepared by:
Select Portfolio Servicing, Inc.
Angeleque Gallegos
3217 S Decker Lake Dr
Salt Lake City, UT 84119

Permanent Index Number: 31-21-402-064-0000

[Space Above This Line For Recording Data]

Loan No.: 0026292128

261011

LIEN MODIFICATION AGREEMENT

This Lien Modification Agreement ("Agreement") is effective **June 16, 2023**, between **CALVIN HODGES AND JOANNE MERCADO**, ("Property Owner") and **Select Portfolio Servicing, Inc.**, acting on behalf of the lien holder, ("Lien Holder"). If Property Owner's representations and covenants in Section 1 continue to be true in all material respects, then this Agreement will amend and supplement, as set forth in Section 2, the Security Instrument made by the Property Owner, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **March 12, 2004** in the original principal sum of **\$180,000.00** and recorded on **April 6, 2004** in Book, Volume, or Liber No. **011**, at Page **111** (or as Instrument No. **0409735130**) of the **Official Records of Cook, 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 **5250 SOUTHWICK CT, MATTESON, IL 60443**. The Lien Documents and Security Instrument are collectively referred to in this Agreement as the "Security Instrument." *Lien Holder acknowledges that the mortgage loan related to the Property has been discharged. Even though the Property Owner's personal liability on the note is discharged, the terms of the Security Instrument remain in effect. Lien Holder continues to have an enforceable lien on the Property. This lien modification agreement does not constitute a reaffirmation of debt under United States Code Title 11.*

1. Property Owner Representations and Covenants. Property Owner certifies, represents, covenants, and agrees as follows:



9-13-23

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- a. Property Owner is experiencing a financial hardship, and as a result, (i) is in default under the Security Instrument or default is imminent, and (ii) Property Owner does not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.
 - b. There has been no impermissible change in the ownership of the Property since Property Owner signed the Security Instrument.
 - c. If requested by Lien Holder, Property Owner has provided documentation for all income that they receive.
 - d. All documents and information Property Owner has provided to Lien Holder in connection with this Agreement, including the documents and information regarding eligibility for this Agreement, are complete, true and correct.
 - e. Property Owner has made or will make all payments required under a trial modification plan or lien workout plan, if applicable.
 - f. The property is neither in a state of disrepair, nor condemned.
 - g. Property Owner is not a party to any litigation involving the Security Instrument, except to the extent the Property Owner may be a defendant in a foreclosure action.
2. **The Modification.** If Property Owner's representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Security Instrument will automatically become modified on **June 1, 2023** (the "Modification Effective Date") and all late charges that remain unpaid will be waived. Property Owner understands that if they fail to make any payments as a precondition to this modification under a workout plan or trial modification plan, this modification will not take effect. The first modified payment was meant to be due on **July 1, 2023**. However, due to the adjustment of your final modification your first payment will actually be due on **August 1, 2023**.
- a. The Maturity Date will be: **June 1, 2063**.
 - b. The modified balance to satisfy the Security Instrument will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lien Holder but not previously credited to the account associated with the Security Instrument. The new balance to satisfy the Lien will be **\$137,774.33** (the "New Principal Balance"). Property Owner understands that by agreeing to add the Unpaid Amounts to the outstanding balance to satisfy the Security Instrument, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Property Owner also understands that this means interest will now accrue on the unpaid interest that is added to the outstanding balance to satisfy the Lien, which would not happen without this Agreement.
 - c. Interest at the rate of **5.500%** will begin to accrue on the Interest Bearing Principal Balance as of **June 1, 2023** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **July 1, 2023**. The payment schedule for the modified Lien Documents is as follows:



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Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
2023 - 2063	5.500%	06/01/2023	\$710.60	\$613.91, May adjust periodically	\$1,324.51, May adjust periodically	07/01/2023	480

I understand that any shortfalls between the actual payments I made after **August 1, 2023**, including any missed payments, and payments that are due under the modification, will be advanced. This amount will not accrue interest and is referred as "Other Deferred Amounts." The Other Deferred Amounts total is **\$1,324.51**.

The total remaining principal balance that will be outstanding in a balloon payment at the maturity of my mortgage, will be the total of my Deferred Principal Balance and Other Deferred Amounts and the balloon payment resulting from the extended amortization of my mortgage, which will be **\$1,324.51**.

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

The above terms in this Section 2.c shall supersede any provisions to the contrary in the Lien Documents, including but not limited to, provisions for an adjustable, step or simple interest rate. Interest will be charged on unpaid principal until the full amount of the Principal Balance has been paid. Property Owner will pay interest at a yearly rate of **5.500%**.

- d. Property Owner has agreed to establish an escrow account to pay for property taxes and homeowner's insurance and pay a monthly escrow payment in the initial amount of **\$613.91**. Property Owner's total monthly payment of principal, interest and escrow will therefore be equal to **\$1,324.51**. Property Owner acknowledges that the payments attributable to insurance and taxes are determined by the state taxing authorities and insurance companies and therefore, are subject to change from time to time. Property Owner will be notified of any changes.

3. Other Agreements. Property Owner and Lien Holder also agree to the following:

- a. This Agreement shall supersede any modification, forbearance, trial period plan, or other workout plan that Property Owner previously entered into with Lien Holder.
- b. The Security Instrument, as modified by this Agreement, are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- c. The Property Owner acknowledges and agrees the Security Instrument is not discharged and all terms of the Security Instrument, except as expressly modified by this Agreement, or by the U.S. Bankruptcy Code, remain in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the terms contained in the Security Instrument.
- d. All covenants, agreements, and requirements of the Security Instrument, including all requirements to make payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments under the Security Instrument remain in full force and effect.



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- e. If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Security Instrument as amended by this Agreement, within ten (10) days after receipt of the Lien Holder's request, Property Owner will execute, acknowledge, initial, and deliver to the Lien Holder any documentation the Lien Holder deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If Property Owner fails to do so, Property Owner will be liable for any and all loss or damage which the Lien Holder reasonably sustains as a result of Property Owner's failure. At Lien Holder's option, this Agreement will be void and of no legal effect upon notice of such loss, misplacement, misstatement, or inaccuracy. If Property Owner elects not to sign any such corrective documentation, the terms of the original Security Instrument shall continue in full force and effect, such terms will not be modified by this Agreement, and Property Owner will not be eligible for a modification.
- f. The mortgage insurance premiums, if applicable, may increase as a result of the capitalization, which will result in a higher total monthly payment. Furthermore, the date on which Property Owner may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- g. As of the Modification Effective Date, notwithstanding any other provision of the Security Instrument, Property Owner agrees as follows: If all or any part of the Property or any interest in it is sold or transferred without the Lien Holder's prior written consent, the Lien Holder may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, the Lien Holder shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If the Lien Holder exercises this option, the Lien Holder shall give Property Owner notice of acceleration. The notice shall provide a period of not less than thirty (30) days – depending on state law and other requirements – from the date the notice is delivered or mailed within which all sums secured by the Security Instrument must be paid. If these sums are not paid prior to the expiration of this period, the Lien Holder may invoke any remedies permitted by the Security Instrument without further notice or demand on Property Owner.
- h. As of the Modification Effective Date, a buyer of the Property will not be permitted, under any circumstance, to assume the Mortgage. In any event, this Agreement may not be assigned to, or assumed by, a buyer of the Property.
- i. All payment amounts specified in this Agreement assume that payments will be made as scheduled.
- j. If Property Owner is in bankruptcy upon execution of this document, Property Owner will cooperate fully with Lien Holder in obtaining any required bankruptcy court and trustee approvals in accordance with local court rules and procedures. Property Owner understands that if such approvals are not received, then the terms of this Agreement will be null and void. If this Agreement becomes null and void, the terms of the original Security Instrument shall continue in full force and effect, and such terms shall not be modified by this Agreement.
- k. In agreeing to the changes to the Security Instrument as reflected in this Agreement, Lien Holder has relied upon the truth and accuracy of all of the representations made by Property Owner, both in this Agreement and in any documentation provided by or on behalf of Property Owner in connection with this Agreement. If Lien Holder subsequently determines that such representations or documentation were not truthful or accurate, Lien Holder may, at its option, rescind this Agreement and reinstate the original terms of the Security Instrument as if this Agreement never occurred.

TAX CONSEQUENCES OF LOAN MODIFICATIONS. There may be income tax consequences related to this loan modification. Because you will be responsible for paying any income tax due as a result of this loan



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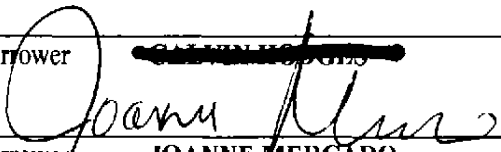
modification, you may wish to consult a tax advisor before accepting this loan modification.

Property of Cook County Clerk's Office



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The Borrower(s) and Lender have signed this Agreement as of the Effective Date.

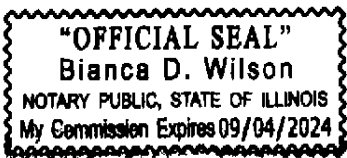
Borrower ~~CALVIN HODGES~~

 Borrower - JOANNE MERCADO

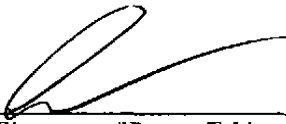
Date: ~~_____~~
 Date: 8/10/23

ACKNOWLEDGMENT

State of IL §
 County of Cook §
 §

The foregoing instrument was acknowledged before me this August 10th, 2023 by ~~CALVIN HODGES~~ AND JOANNE MERCADO.




 Signature of Person Taking Acknowledgment
Bianca D. Wilson
 Printed Name
Senior Customer Service Rep
 Title or Rank

(Seal)

Serial Number, if any: _____



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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID OBLIGATION TO PAY
Select Portfolio Servicing, Inc

By: *Nick Kraalma* **Nick Kraalma** SEP 29 2023
-Lender Date of Lender's Signature

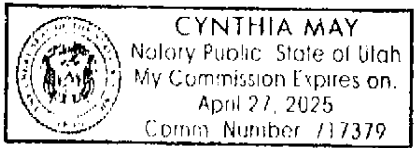
Document Control Officer

ACKNOWLEDGMENT

State of Utah §
County of Salt Lake §

On this 29 day of September, 2023, personally appeared before me Nick Kraalma, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Document Control Officer of Select Portfolio Servicing, Inc and that said document was signed by him/her on behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors,) and said Document Control Officer acknowledged to me that said Corporation executed the same.

Cynthia May
Signature of Notary Public
Cynthia May



Printed Name
State of Utah
Residing at County of Salt Lake
My Commission Expires APR 27 2025

(Seal)



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EXHIBIT A

BORROWER(S): CALVIN HODGES AND JOANNE MERCADO

LOAN NUMBER: 0026292128

LEGAL DESCRIPTION:

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

PIN #31-21-402-037 UNDERLYING LOT 202 (EXCEPT THE EAST 162.25 FEET THEREOF) IN STONERIDGE COURTYARDS OF MATTESON UNIT TWO BEING A RESUBDIVISION OF LOT 107 IN STONERIDGE COURTYARDS OF MATTESON UNIT ONE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS LOCUMENT NUMBER 0021254554, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS RECORDED SEPTEMBER 15, 2000 AS DOCUMENT 00720867 AND FIRST AMENDMENT TO SAID DECLARATION RECORDED MARCH 21, 2003 AS DOCUMENT 0030390786 AND AS SHOWN ON THE PLAT OF STONERIDGE COURTYARDS OF MATTESON UNIT TWO AFORESAID AND CREATED BY DEED FROM SOUTHWICK COURTYARDS, L.L.C. TO BENJAMIN DAVIS DATED AUGUST 15, 2003 FOR INGRESS AND EGRESS OVER LOT 200 IN SAID STONERIDGE COURTYARDS OF MATTESON UNIT TWO, AFORESAID.

Permanent Index Number: 31-21-402-064-0000

ALSO KNOWN AS: 5250 SOUTHWICK CT, MATTESON, IL 60443

