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Karen A. Yarbrough
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This Document Prepared By:
MICHELLE FLEMING
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450
(855) 884-2250
NMLS# 17022

After Recording Return To:
RUTH RUHL, P.C.
Recording Department
12700 Park Central Drive, Suite 850
Dallas, Texas 75251

Tax/Parcel #: 19232290340000

[Space Above This Line for Recording Data]

Original Principal Amount: \$26,400.00

Investor Loan No.: 2000013878

Unpaid Principal Amount: \$23,357.16

Loan No: 2000013878

New Principal Amount: \$73,754.25

Capitalization Amount: \$48,397.09

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 10TH day of JANUARY, 2023, between GIOVANNI BERMUDEZ, MARRIED TO LAURA BERMUDEZ ("Borrower") whose address is 3456 W MARQUETTE, CHICAGO, ILLINOIS 60629 and PLANET HOME LENDING, LLC AS SERVICER FOR INTERSTATE TD INVESTMENTS LCC ("Lender"), whose address is 120 ERIE CANAL DR SUITE 240, ROCHESTER, NY 14626, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated FEBRUARY 27, 2002 and recorded on MARCH 6, 2002 in INSTRUMENT NO. 20254503, 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

3456 W MARQUETTE, CHICAGO, ILLINOIS 60629

(Property Address)

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the real property described being set forth as follows:

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

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, 2023**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$73,754.25**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **8.0000%** from **JANUARY 1, 2023**, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. **\$541.18** beginning on the 1st day of **FEBRUARY, 2023**. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If 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. The new Maturity Date will be **JANUARY 1, 2053**.

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Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest	Monthly* Escrow Payment	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-360	8.0000%	01/01/2023	\$541.18	\$0.00 May adjust periodically	\$541.18 May adjust periodically	02/01/2023	360

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, 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.
5. 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

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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.
6. 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.
7. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

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In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: GIOVANNI BERMUDEZ

1-16-2023
Date

[Signature]
Borrower: LAURA BERMUDEZ

1/16/2023
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on Bermudez Giovanni J
(date) by GIOVANNI BERMUDEZ, LAURA BERMUDEZ (name/s of person/s
acknowledged). Laura Veronica Bermudez

[Signature]
Notary Public

(Seal)
Printed Name: Alicia Muratalla

My Commission expires:
3-09-2025



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In Witness Whereof, the Lender has executed this Agreement.

PLANET HOME LENDING, LLC AS SERVICER FOR INTERSTATE TD INVESTMENTS LCC

Janina Woods
By JANINA WOODS – NMLS ID (print name)
225813
Senior Vice President (title)

11/9/23
Date

_____ [Space Below This Line for Acknowledgments] _____

State of NEW YORK

SS:

County of MONROE

On the 19 day of Jan in the year 2023 before me, the undersigned, personally appeared JANINA WOODS – NMLS ID 225813, the SENIOR VICE PRESIDENT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Carie Sciabica

CARIE SCIABICA
Notary Public, State of New York
No. 019C4970224
Qualified in Monroe County
Commission Expires 08/06/2026

CARIE SCIABICA, Notary Public

My commission expires: 08/06/2026



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EXHIBIT A

LOT 73 AND THE WEST 5 FEET OF LOT 74 IN BLOCK 14 IN JOHN F. EBERHARDT'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NUMBER: 19-23-229-034-0000

Property of Cook County Clerk's Office