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Doc#. 2406722183 Fee: S107.00 KAREN A. YARBROUGH COOK COUNTY CLERK'S OFFICE Date 3/7/2024 12:00 AM Pg: 1 of 8

When Recorded Return To:

Richmond Monroe Group, Inc. 82 Jim Linegar Lane Reeds Spring, MO 65737

Ref#: 0004190000181123

SPS BBLM

This instrument was prepared by: Select Portfolio Servicing, Inc. Angeleque Gall Qo. 3217 S Decker Lake Dr Salt Lake City, UT 64 19

Permanent Index Number: 29-14-155 910-000

[Space Above This Line For Recording Data]

Loan No.: 0029338571

15457746

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is effective January 3, 2024, between PAUL R. HARRIS, ("Borrower") and Select Portfolio Servicing, Inc, acting corbehalf of the owner of the Security Instrument, ("Lender"). If Borrower'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 Borrower, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated June 20, 2006 in the original principal sum of \$154,800.00 and recorded on July 20, 2008 in Book, Volume, or Liber No. N/A, at Page A/A (or as Instrument No. 0620140224) of the Official Records of Cook, Illinois and (2) the Note, bearing the same date as, and secured by, the Security Instrument and defined therein as the "Property", located at 800 E 158TH ST, DOLTON, IL 60419. The Note and Security Instrument are collectively referred to in this Agreement as the "Loan Documents."

- 1. Borrower Representations and Covenants. Borrower certifies, represents, covenants, and agrees as follows:
 - a. Borrower is experiencing a financial hardship, and as a result, (i) is in default under the Security Instrument or default is imminent, and (ii) Borrower 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 Borrower signed the Security Instrument.

See Attached Exhibit "A " | LGA |

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c. If requested by Lender, Borrower has provided documentation for all income that they receive

- d. All documents and information Borrower has provided to Lender in connection with this Agreement, including the documents and information regarding eligibility for this Agreement, are complete, true and correct.
- e. Borrower has made or will make all payments required under a trial modification plan or loan workout plan, if applicable.
- f. The property is neither in a state of disrepair, nor condemned.
- g. Borrower is not a party to any litigation involving the Loan Documents, except to the extent the Borrower may be a defendant in a foreclosure action.
- 2. The Modification. If Borrower'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 Loan Documents will automatically become modified on January 1, 2024 (the "Modification Effective Date") and all late charges that remain unpaid will be waived. Borrower 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 on ment will be due on February 1, 2024.
 - The Maturity Date will be May 1, 2051.
 - b. The modified principal balance of 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 Lender but not previously credited to the account associated with the Security Instrument. The new principal palance of the Security Instrument will be \$141,880.63 (the "New Principal Balance"). Borrower understands that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Borrower also understands that this means interest will now accrue on the unpaid interest that is added to the outstanding principal oa ance, which would not happen without this Agreement.
 - c. Interest at the rate of 2.835% will begin to accrue on the Interest Bearing Principal Balance as of **January 1, 2024** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **February 1, 2024**. The payment schedule for the modified Lien Jocu ments is as follows:



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1/	UIV				الآب	Υ	N 1 0
Years	Interest	Interest Rate	Monthly	Estimated	Total	Payment Payment On	Number of
	Rate	Change Date	Principal and Interest	Monthly Escrow	Monthly Payment*	Begins On	Monthly Payments
			Payment	Payment	1 ayıncın		1 ayıncıus
			Amount	Amount*	ļ		
2024 - 2027	2.835%	01/01/2024	\$494.51	\$1,222.71, may adjust periodically	\$1,717.22, may adjust periodically	02/01/2024	36
2027 - 2028	3.835%	01/01/2027	\$573.37	\$1,222.71	\$1,796.08	02/01/2027	12
2028 - 2029	4.835%	01/01/2028	\$656.25	\$1,222.71	\$1,878.96	02/01/2028	12
2029 - 2030	5.835%	01/01/2029	\$742.48	\$1,222.71	\$1,965.19	02/01/2029	12
2030 - 2051	6.625%	01/01/2030	\$812.45	\$1,222.71	\$2,035.16	02/01/2030	256

A final balloon payment on the Interest Bearing Principal Balance of \$83,430.02 is due on the Maturity Date.

*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 Loan Documents, including but one limited to, provisions for an adjustable, step or simple interest rate. Interest will be charged on unraid principal until the full amount of the Principal Balance has been paid. I will pay interest at a yearly rate of 2.835%.

BALLOON NOTICE. In order to reach an affordable payment, we extended your amortization term, which is the rate or speed by which your nortgage is calculated to be paid off; however, your maturity term, which is the period of time until your nortgage becomes due and payable, could not be fully extended to an equal term. This is because the investor on your account allows us to change your amortization term but does not allow us to change the maturity term to match. As a result of the difference between these two periods, there will be an amount due of \$83,430.02 on the date your lien matures on May 1, 2051. The amount due at maturity is in addition to your monthly scheduled payment that you received as part of your modification.

- d. Borrower 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 \$1,222.71. Borrower's total monthly payment of principal, interest and escrow will therefore be equal to \$1,717.22. Borrower 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. Borrower will be notified of any changes.
- 3. Other Agreements. Borrower and Lender also agree to the following:
 - a. This Agreement shall supersede any modification, forbearance, trial period plan, or other workculplan that Borrower previously entered into with Lender.
 - b. The Security Instrument and Note, as modified by this Agreement, are duly valid, binding agreements,

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enforceable in accordance with their terms and are hereby reaffirmed.

- c. The Borrower acknowledges and agrees the Security Instrument and Note are not discharged and all terms of the Security Instrument and Note, 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 obligations contained in the Note and Security Instrument.
- d. Borrower will be bound by and comply with all covenants, agreements, and requirements of the Security Instrument as modified by the Agreement and the Security Instrument, including all requirements to make payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Note and Security Instrument.
- e. If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Loan Documents as amended by this Agreement, within ten (10) days after receipt of the Lender's request, Borrower will execute, acknowledge, initial, and deliver to the Lender any documentation the Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If Borrower fails to do so, Borrower will be liable for any and all loss or damage which the Lender reasonably sustains as a result of Borrower's failure. At Lender's option, this Agreement will be void and of no legal effect upon notice of such loss, misplacement, misstatement, or inaccuracy. 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.
- f. The mortgage insurance premums due from Borrower, if applicable, may increase as a result of the capitalization, which will result in a higher total monthly payment. Furthermore, the date on which Borrower may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- g. As of the Modification Effective Date, no withstanding any other provision of the Loan Documents, Borrower agrees as follows: If all or any part of the Property or any interest in it is sold or transferred without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, the Lender shall not exercise this option if federal law prohibits the exercise of such option as of the cate of such sale or transfer. If the Lender exercises this option, the lender shall give Borrower 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 Borrower must partial sums secured by the Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Mortgage without further notice or demand on the Borrower.
- h. As of the Modification Effective Date, a buyer of the Property will not be permitted, under any circumstance, to assume the Loan. 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 Borrower is in bankruptcy upon execution of this document, Borrower will cooperate fully with Lender in obtaining any required bankruptcy court and trustee approvals in accordance with local court rules and procedures. Borrower understands that if such approvals are not received, then the terms of

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this Agreement will be null and vold. If this Agreement becomes null and void, the terms of the original Loan Documents shall continue in full force and effect, and such terms shall not be modified by this Agreement.

- k. If Borrower(s) received a discharge in a Chapter 7 bankruptcy subsequent to the execution of the Loan Documents, Lender agrees that such Borrower(s) will not have personal liability on the debt pursuant to this Agreement.
- 1. In agreeing to the changes to the original Loan Documents as reflected in this Agreement, Lender has relied upon the truth and accuracy of all of the representations made by Borrower(s), both in this Agreement and in any documentation provided by or on behalf of Borrower(s) in connection with this Agreement. If Lender subsequently determines that such representations or documentation were not truthful or accurate, Lender may, at its option, rescind this Agreement and reinstate the original terms of the Loan Documents as if this Agreement never occurred.

TAX CONSEQUENCES OF LOAN MODIFICATIONS. There may be income tax consequences related to Ause Are Colling Clark's Office this loan modification. Eccause you will be responsible for paying any income tax due as a result of this loan modification, you may wish to consult a tax advisor before accepting this loan modification.

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The Borrower(s) and Lender have signed this Agreement as of the Effective Date. 1 127,24 Date: Borrower ACKNOWLEDGMENT 888 County of 01(27/2024 The foregoing instrumer, was acknowledged before me this PAUL R. HARRIS. Signature of Person Taking Acknowledgment MARTIN A SIMS PINITIK A. S.M.S Official Seal Printed Name Notary Public - State of Illinois y Commission Expires Aug 16, 2026 Title or Rank (Seal) Serial Number, if any: Cort's Office

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ACCEPTED AND AGREED Select Portfolio Servicing, Inc Yanko D. Arreguin FEB 1 4 2024 **Document Control Officer** -Lender Date of Lender's Signature ACKNOWLEDGMENT Utah State of ş ş County of _Salt Lake day of FOOTUCTY _, personally appeared before me On this whose identity is personally known to me (or proven on the basis of y sworn/affirmed, did say that he/she is a **Document Control Officer** satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a of Select Port on Servicing, Inc and that said document was signed by him/her on behalf of said Corporation by Authority of its Bulaws, or (Resolution of its Board of Directors,) and said WINKO D. MYYOUIN acknowledged to me that said Corporation executed the same. ALEXA VELARDE Notary Public State of Utah My Commission Expires on: February 07, 2026 Signature of Notary Public Alexa Velarde Comm. Number 72 Printed Name Residing at: Salt Lake Utah FEB 0 7 2026 y Co. County Clark's Office My Commission Expires: (Seal)

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BORROWER(S): PAUL R. HARRIS

LOAN NUMBER: 0029338571

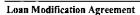
LEGAL DESCRIPTION:

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

LOT 3I IN CHAPMAN'S 10T" ADDITION TO TULIP TERRACE, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 11.79 ACRES OFLOT 7 NORTH OF THE EAST AND WEST CENTERLINE OF SECTION 14, IN OFTHAT PART OF THE WEST1/2 OF THE SOUTHEAST 1/4 THE PARTITION OF SECTION 14, TOW'. SI IP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF RIVER AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RAILROAD LAND, BEING PART OF THE ESTATES OFELIZABETH BERGER) IN COOKCOUNTY, ILLINOIS.

Permanent Index Number: 29-14-155-110-000

ALSO KNOWN AS: 800 E 158TH ST, DOLTON, IL 60419



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