Doc#. 2407420024 Fee: S107.00 KAREN A. YARBROUGH COOK COUNTY CLERK'S OFFICE Date 3/14/2024 9:14 AM Pg: 1 of 6

After Recording Return To:

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

Prepared By:

RUTH RUHL, P.C. 12700 Park Central Drive, Suite 850 Dallas, Texas 75251, and Co-Counsel Lee Scott Perres, PC 29 North Wacker Drive, Suite 1010 Chicago, Illinois 60606

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CitiMortgage, Inc. Loan No.: 4835250137

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 5th day of January, 2024, between TARNISHA SMITH, INDIVIDUAL, whose address is 3642 W 125TH ST, ALS P, Illinois 60803 ("Bo rrower/Grantor")

and CitiMortgage. Inc., whose address is 425 Phillips Blvd, Ewing, New Jersey 08618

("Len er/ Grantee"), amends and supplements (1) the Mortgage. Deed of Trust. or Security Deed (the "Security Instrument") a de Timely Payment Rewards Rider, if any, in the original loan amount of U.S. \$ 123,190.00 and dated December 20th, 2013, recorded January 17th, 2014 , and recorded in Book/Liber N/A , Page N/A , Instrument No. 1401704090 , of the Official Records of COOK County, Illinois , and further assigned to Lender and recorded on N/A, in Book N/A, Page N/A, Instrument No. N/A

(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 3642 W 125TH ST. ALSIP, Illinois 60803

Loan No.: 4835250137

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 February 1st, 2024 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balanca") is U.S. \$118,945.43 , 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 3.500 %, from February 1st, 2024 . Borrower premises to make monthly payments of principal and interest of U.S.\$ 460.78 , beginning on the 1st day of March , 2024 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1st, 2064 . Borrower still owes amounts under this modification agreement, Borrower will pay these amounts in full on that date, which is called the ("New Maturity Date"). The Borrower will make such payments at:

CitiMorigage Inc. 425 Phillips Pivd. Ewing, NJ 08618

- 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 ransferred) 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 realled 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, the 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, make and void, as of the specified date 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

Loan No.: 4835250137

- (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 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 are expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and atterney'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.

Loan No.: 4835250137	_
1/24/2024	Tarnsh Smith (Seal)
Date	TARNISHA SMITH -Borrower
	(Seal)
Date	-Borrower
	(Seal)
Date	-Borrower
<i>y</i>	/nn)
Date	(Seal) -Borrower
BORROWEK AC	KNOWLEDGMENT
State of ILLIIVUI) §	
State of //////// § County of §	45
On this 29 day of Anumy Anytonia GAIIARDO [nam	, 2024, before me,
Personally appeared TARNISHA SMITH [name of personally appeared TA	e of notary], a Notary Public in and for said state,
executed the within instrument, and acknowledged to me stated.	that/he/she/they executed the same for the purpose therein
Official Seal ANTONIO GALLARDO (Seal) Vicinal Public State of Illinois	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
(Seal) Notary Public, State of Illinois Commission No. 753985 My Commission Expires August 11, 2027	ANTONIO GALLAKIOU votary Signature
	Type or Print Name of Notary
	Notary Public, State of /LL/Noi's My Commission Expires: 8/11/2627
	My Commission Expires: 8/11/2627
ACKNOWLEDGMENT (ILLINOIS)	Page 4 of 5
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Loan No.: 4835250137	
CitiMortgage, IncLender	2-2-2024 -Dai
By:	
Its: Vice President Document Ex	ecution
Coo	4
LENDER A	CKNOWLEDGMENT
State of You TUBLY § County of YOU (S) §	
appeared Matthew Ferriganie [name of officer or agent] of	f notary], a Notary Public in rad for said state, personally f CitiMortgage, Inc.
	hin instrument on behalf of said autiture of a finance of entity]
(Seal)	Chara Hoffing
ANABEL HOFFMAN NOTARY PUBLIC OF NEW JERSEY My Commission Expires May 7, 2024 ID# 50104268	Type or Print Name of Notary NOTARY PUBLIC OF NEW JERSEY Notary Public, State of My Commission Expires 188
	My Commission Expires:
ACKNOWLEDGMENT (ILLINOIS)	Pera E of E

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EXHIBIT "A"

UNIT 3642 IN DEER PARK II CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN DEER PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 26. TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER AS DOCUMENT 04045704 AS MAY BE AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PERMANENT INDEX #'S: 24-26-311-019-1096 VOL. 0247

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OF COLINIA CIENTS OFFICE PROPERTY ADDRESS: 3642 WEST 125TH STREET, UNIT 3642, ALSIP, ILLINOIS 60803