Doc#. 2409614193 Fee: \$107.00 KAREN A. YARBROUGH COOK COUNTY CLERK'S OFFICE Date 4/5/2024 11:18 AM Pg: 1 of 8

This Documer, Prepared By:
MONICA VLUA
CARRINGTON MOPTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A
ANAHEIM, CA 92806
1-866-874-5860

When Recorded Mail To:
CARRINGTON MORTGAGE SERVICES, LLC
C/O LOSS MITIGATION POST CLOSING
DEPARTMENT
1600 SOUTH DOUGLASS ROAD, SUITES 11(& 2)0-A
ANAHEIM, CA 92806

Tax/Parcel #: 26-05-109-048-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$72,300.00

Linnaid Principal Amount: \$80,393.57

Loan No: 4001026471

Unpaid Principal Amount: \$80,393.57 New Principal Amount: \$147,274.08 Capitalization Amount: \$66,880.51

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 14TH day of FEBRUA'(Y) 2024, between GREGORY POINSETTE, A BACHELOR ("Borrower") whose address is 9025 S BUFFALO, CHICAGO, ILLINOIS 60617 and CARRINGTON MORTGAGE SERVICES, LLC ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A, ANAHEIM, CA 92806, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated FEBRUARY 4, 2000 and recorded on FEBRUARY 8, 2000 in INSTRUMENT NO. 00098879, 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

2409614193 Page: 2 of 8

UNOFFICIAL COPY

9025 S BUFFALO, CHICAGO, ILLINOIS 60617 (Property Address)

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. MARCH 1, 2024, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$147,274.08, consisting of the unpaid amount(s) loaned to Borrower by Lender, pris capitalized interest in the amount of U.S. \$66,880.51 and other amounts capitalized, which is limited to esc away and any legal fees and related foreclosure costs that may have been accrued for work completed.
- 2. \$58,405.29 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The new Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$88,868.79. Interest will be charged on the Interest Bearing Principal Balance at a yearly rate of 4.3750% from MARCH 1, 2024. For ower promises to make monthly payments of principal and interest of U.S. \$392.41, plus payments for property taxes, hazard insurance, and any other permissible escrow items of US \$728.57, beginning on the 13T day of APRIL, 2024. Borrower will continue to make monthly payments on the same day of each space ding 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 MARCH 1, 2064.

Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.

- 3. I agree to pay in full the Deferred Principal Balance and any other amounts: iiil owed under the Note and Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- 4. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
- 5. 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 Porrower fails to pay these sums prior to the

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expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- 6. 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
 - (b) a'l a rms and provisions of any adjustable rate rider, or other instrument or document that is affix 1 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:

7. Borrower understands ar d a grees that:

- (a) All the rights and renedics, stipulations, and conditions contained in the Security Instrument relating to default in the realing of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulation, 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 are 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. All of 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.
- Nothing in this Agreement shall be understood or construct 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 Form wer 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
- (f) If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement



shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of interim relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage.

- Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the N od fication Effective Date, Borrower will remain liable for any such costs, fees and/or expenses.
- (h) Borrower at the rizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) creat score, (iv) income, (v) payment history, (vi) account balances and activity, including information book any modification or forcelosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a forcelosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling tige to, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that mosures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Proper y on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contac ed by text messaging \(\sigma\).



Office

In Wispes, Whereof, I have executed this Agreement.	2 2 2
Hicegar anotto	3-23-
Borrower: GT. ECO. POINSETTE	Date
[Space Below This Line for Acknowledgments]	, , , , , , , , , , , , , , , , , , ,
BORROWER ACKNOWLEDGMENT	
State of ILLINOIS	
County of Cook	
This instrument was acknowledged before me on March 23, 202 GREGORY POINSETTE (name/s of person/s a kno vledged).	(date) by
ment Ship. Before me, (name of notary), on this day personally appeared by means of into	eractive two-way audio
and video communication (name of signer), who is known to the or has provided satisfaction	ctory evidence of
identity in accordance with Illinois Governor J.B. Pritzker's Executive Order in Response and Executive Order in Response to Covid-19 2020-18 to be the person whose name is a	
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.	
March The	(Seal)
Notary Public (signature)	IAL SEAL
	OLC & PVA
NOTARY PUBLIC	C, STATE OF ILLINOIS I EXPIRES: 1/6/12/2026
	. =

In Witness Whereof, the Lender has executed this Agreement.

CARRINGTON MORIGAGE SERVICES, LLC	MAR 2 7 2024
By (print name) Terrence Mortey, Director, Loss Mitigation (title) Carrington Mortgage Services, LLC [Space Below This Line for Acknowledgme	Date
LEN'S F ACKNOWLEDGMENT	<u> </u>
A notary public of other officer completing this certificate verifies only the id signed the document to which this certificate is attached, and not the truthfuln document.	entity of the individual who ness, accuracy, or validity of that
State of	
On	at by his/her/their signature(s) on
I certify under PENALTY OF PERJURY under the laws of the State of California true and correct.	that the foregoing paragraph
WITNESS my hand and official seal.	
Signature Signature of Notary Public SEE ATTACHED	(Sea

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Orange				·
Description of attached document continued) Description of attached document continued) Capacity CLAIMED By THE SIGNER ARON VARGAS NOTARY PUBLIC (Steet insert name and title of the office) (Rese insert name and the insert name and the name is completed. In the insert of the output public for acknowledge of the same date the acknowledge of a pears within its or her position of a tacknowledge of a comment should be completed of the office of the output public of acknowledge of the same date the output public of acknowledge of the output publ	State of California	_ }		
TERRENCE MORLEY who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by hi /her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJUKY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. WITNESS my hand and official seal. Notary Public Signature AARON VARGAS Notary Public Signature AARON VARGAS (Notary Public Signature Signature AARON VARGAS (Notary Public Signature Signature Signature AARON VARGAS) This form examples with current California statutes regarding notary wording and, if ne, deal, should be completed for document. Acknowledgement for the California notary law. This form examples with current California totatures regarding notary wording and, if ne, deal, should be completed for document. Acknowledgement is being sent to the states on long as the wording does not require the California notary law. This form examples with current California notary law. State and County information must be the State and County where the document signer(s) personally appeared which must also be the smit deal for the notary public for acknowledgement. Date of notarization must be the State and County where the document signer(s) who personally appeared which must also be the smit deal for completed. The notary scale in the correct forms. Failure to correctly indicate this information may lead to rejection document signer(s) who personally appeared which must also be the smit deal for completed. The notary scale in the correct forms failure to correctly indicate this information must be the date in the signature of modernment signer(s) who personally appeared with must are countissistent filled the correct forms. Failure to correctly indi	County of Orange	_ }		
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who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJUNY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. AARON VARGAS (Notary Public Signature of Completed and attached to the document signates be completed and attached to the document signates be completed and attached to the document signates be completed. The notary public for violate California notary law. State and Cornty information must be the State and County where the document signates be the same date the acknowledge of violate and the notary law. State and Cornty information must be the State and County where the d			(Here insert name and title of the officer)	NOTART FUBLIC,
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OrderID-454175

EXHIBIT A

BORROWER(S): GREGORY POINSETTE, A BACHELOR

LOAN NUMBER: 4001026471

LEGAL DESCRIPTION:

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

The South 41.70 feet of the North 83.40 feet of the following described property, taken as a tract: Lots 35, 36, 37, 38 and 39 in Flock 59 in South Chicago, being a subdivision by the Calumet and Chicago Canal and Dock Company of parts of fractional sections 5 and 6, Township 37 North, range 15, East of Co.

Column Colu the Third Principal Meridian, in Cook County, Illinois

ALSO KNOWN AS: 9025 S BUFF/LO, CHICAGO, ILLINOIS 60617

