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Doc#: 2416224291 Fee: \$107.00

CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

Date 6/10/2024 2:08 PM Pg: 1 of 7

After recording, return to:
Webster Bank, N.A.
200 Executive Boulevard
MSN SO 102
Southington, CT 06489
8102467

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest)

This Loan Modification Agreement ("Agreement") made effective as of the 1st day of April 2024 is between Lesia Clark ("Borrower") and Webster Bank, N.A., successor by merger to Sterling National Bank, successor by merger to Astoria Bank, successor in interest to Founders Bank ("Lender") and amends and supplements (1) a Mortgage from Lesia Clark to Mortgage Electronic Registration Systems, Inc., as nominee for Founders Bank dated November 27, 2006 and recorded on December 21, 2006 as Instrument No. 0635508137 in the Cook County Recorders' Office of Cook County, Illinois ("Mortgage") and (2) a Fixed/Adjustable Rate Note from Lesia Clark to Founders Bank, bearing the same date as and secured by the Mortgage which covers the real and personal property described in the Mortgage and defined therein as the "Property", located at 14534 S. Whipple Street, Posen, IL 60469, the real property described being set forth on Exhibit A, attached hereto and incorporated herein, which Note and Mortgage were modified by Loan Modification Agreement between Borrower and Sterling National Bank dated January 26, 2021.

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 Mortgage):

1. As of April 1, 2024, the amount payable under the Note and the Mortgage (the "Unpaid Principal Balance") is U.S. \$174,387.47, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

The Unpaid Principal Balance does not include the following amount which is also payable under the Note and Mortgage: \$999.09 (the "Stated Balloon Amount"), because this is the amount that Borrower owes to Lender in arrears. Lender hereby agrees to waive charging further interest on the Stated Balloon Amount to Borrower in exchange for Borrower's promise to pay the Stated Balloon Amount to Lender by the earliest of: (i) the date on which Borrower sells or transfers an interest in the Property; (ii) at such time as Borrower refinances the Mortgage; (iii) the date on which the Borrower pays the Unpaid Principal Balance of the Note, or (iv) March 1, 2054 (the new "Maturity Date").

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 3.00%. Borrower promises to make monthly payments of principal and interest of U.S. \$735.23 beginning on the 1st day of April 2024 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

The yearly rate of 3.00% will remain in effect until principal and interest are paid in full.

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If on the new Maturity Date of March 1, 2054, Borrower still owes amounts under the Note and the Mortgage, Borrower will pay these amounts in full on the Maturity Date.

3. Borrower agrees to pay in full the Unpaid Principal Balance, the Stated Balloon Amount and any other amounts still owed under the Note and Mortgage by the earliest of: (i) the date on which Borrower sells or transfers an interest in the Property; (ii) at such time as Borrower refinances the Mortgage; (iii) the date on which the Borrower pays the Unpaid Principal Balance of the Note, or (iv) the new Maturity Date of March 1, 2054.
4. 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 Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on Borrower.

5. Borrower also will comply with all other covenants, agreements, and requirements of the Mortgage, 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 Mortgage.
6. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Mortgage 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 Mortgage 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 Mortgage, 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 Mortgage 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 Mortgage.
 - (d) All costs and expenses incurred by Lender in connection with this Agreement,

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- including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Mortgage, 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.
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 the 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 Mortgage 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 Mortgage 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.

SIGNATURE PAGES TO FOLLOW

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WITNESSES:

Maitlyn McKenney

Lesia Clark
Lesia Clark

[Signature]

03-06-2024
Date of Borrower's Signature

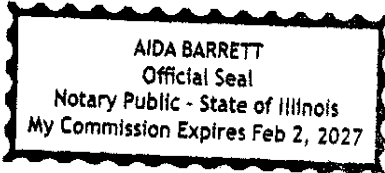
ACKNOWLEDGEMENT

STATE OF ILLINOIS

COUNTY OF COOK

ss.

On MARCH 6th, 2024, personally appeared Lesia Clark, who acknowledged that she executed the foregoing instrument for the purposes therein contained as their free act and deed, before me.



[Signature]

Notary Public
My Commission Expires: 02-02-2027

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WITNESSES:

Betty Lozano
Betty Lozano

Julie Kavanah
Julie Kavanah

Lender:

Webster Bank, N.A.

By: Colleen Menzies (Seal)
Its Senior Managing Director
Duty Authorized

March 8, 2024
Date of Lender's Signature

LENDER ACKNOWLEDGEMENT

STATE OF CONNECTICUT)

) ss: Southington

COUNTY OF HARTFORD)

On this 8 day of March, 2024, personally appeared Colleen Menzies as Senior Managing Director of WEBSTER BANK, N.A., signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed, and the free act and deed of said bank, before me.

Julie Kavanah

Notary Public
My Commission Expires:



JULIE KAVANAH
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP. 12-31-2028

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NOTARY ACKNOWLEDGEMENT

On this 8 day of March, 2024 before me, the undersigned notary public, personally appeared Colleen Mengies (name of document signer/s, and insert the representative capacity of the person/s signing, if applicable), proved to me through satisfactory evidence of identification, which were Know to Me (identify the type of evidence), to be the person/s whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose, as his/her free act and deed and the free act and deed of.

Julie Kavanah
 (official signature and seal of notary)



JULIE KAVANAH
 NOTARY PUBLIC
 STATE OF CONNECTICUT
 MY COMM. EXP 12-31-2026

[Seal]

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EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN COOK COUNTY, ILLINOIS, TO-WIT:

LOT 26 IN HARRISON WHIPPLE AVENUE RESUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS BEING THE SAME PROPERTY CONVEYED TO LESIA CLARK, UNMARRIED, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, DATED 09/15/2004 AND RECORDED ON 10/05/2004 IN INSTRUMENT NO.0427901332, IN COOK COUNTY RECORDERS OFFICE.

PARCEL NO. 28-12-111-052-0000

8102467

Address: 14534 S WHIPPLE ST, POSEN, IL

Cook County Clerk's Office