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This Instrument Was Prepared By:  
FLAGSTAR BANK, FSB  
5151 CORPORATE DRIVE  
TROY, MI 48098

Doc#: 1124303032 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/31/2011 03:12 PM Pg: 1 of 6

When Recording Return To: MPG  
First American Title Company  
P.O. Box 27670  
Santa Ana, CA 92799 **W57255**  
Attn: Loss Mitigation Title Services

Property of Cook County Clerk's Office  
[Space Above This Line For Recording Data]

**PIN: 19-22-102-020-0000**

Original Recorded Date: OCTOBER 23, 2008      Loan No. 502246650  
Original Principal Amount: \$ 259,244.00      FHA/VA Case No. 137-4362555  
MERS MIN 1000525-5022466501-7

**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement"), made this 1ST day of JANUARY, 2016, between RAMIRO M. RUIZ AND MARINA RUIZ, HUSBAND AND WIFE, ALFREDO MARTINEZ AND ALMA MARTINEZ, HUSBAND AND WIFE AND GUADALUPE RUIZ, AN UNMARRIED MAN

("Borrower"), and FLAGSTAR BANK, FSB

("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee") (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026, Tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated OCTOBER 3, 2008 and recorded in Instrument No. 0829757036 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 6341 S. KILPATRICK AVENUE, CHICAGO, ILLINOIS 60629

HUD MODIFICATION AGREEMENT  
CoreLogic Document Services  
CoreLogic, Inc.  
CLDS# HUD-MODMI Rev. 11-08-10

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S Yes  
P 6  
S N  
M N  
SC Yes  
E Yes  
NT aw

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the real property described being set forth as follows:

**LOT 20 IN BLOCK 2 IN MARQUETTE RIDGE SUBDIVISION OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

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 **JUNE 1, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **263,812.85**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$ **10,424.93** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
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 **4.625** %, from **JUNE 1, 2011**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,356.37**, beginning on the **15<sup>th</sup>** day of **JULY, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 01, 2041** (the "Maturity Date"), 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.
3. If all or any part of the Property or any interest in it 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.

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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; and
  - (b) all terms and provisions of any adjustable rate rider, 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. 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.
6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

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FLAGSTAR BANK, FSB

*John Matthews* (Seal)  
 Name: JOHN MATTHEWS - Lender  
 Its: FIRST VICE PRESIDENT

*Ramiro Ruiz* (Seal)  
 RAMIRO M. RUIZ - Borrower

*Marina Ruiz* (Seal)  
 MARINA RUIZ - Borrower

*Alfredo Martinez* (Seal)  
 ALFREDO MARTINEZ - Borrower

*Alma Martinez* (Seal)  
 ALMA MARTINEZ - Borrower

*Guadalupe Ruiz* (Seal)  
 GUADALUPE RUIZ - Borrower

(Seal)  
 - Borrower

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[Space Below This Line for Acknowledgments]

## BORROWER ACKNOWLEDGMENT

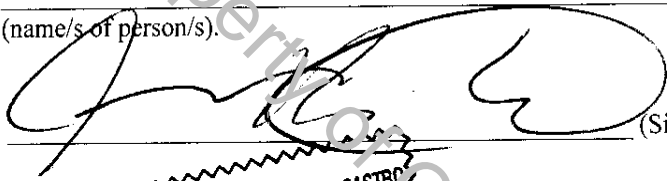
State of ILLINOIS

County of COOK

This instrument was acknowledged before me on June 9, 2011 (date) by

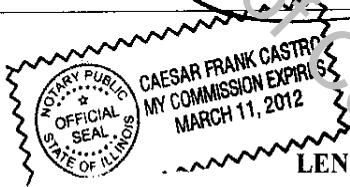
RAMIRO M. RUIZ AND MARINA RUIZ AND ALFREDO MARTINEZ AND ALMA MARTINEZ AND GUADALUPE RUIZ

(name/s of person/s)



(Signature of Notary Public)

(Seal)



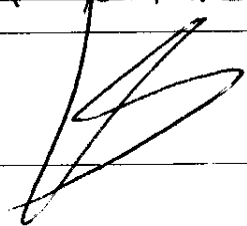
## LENDER ACKNOWLEDGMENT

State of Mi

County of OAKLAND

This instrument was acknowledged before me on 6-29-2011 (date) by

of John Matthews as First Vice President  
FLAGSTAR BANK, FSB



(Signature of Notary Public)

(Seal)

VALDET SELIMAJ  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires 01-12-2016  
Acting in the County of Oakland

HUD MODIFICATION AGREEMENT

CoreLogic Document Services

CoreLogic, Inc.

CLDS# ILHUD-MODM-5 Rev. 10-19-10

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Mortgage Electronic Registration Systems, Inc.

**Jeffrey Robinson, R**  
**Vice President**

-Mortgagee

State of MI

County of OAKLAND

This instrument was acknowledged before me on 6-29-2011 (date) by

Jeffery Robinson as VICE President

of MERS INC

 (Signature of Notary Public)

(Seal)

**VALDET SELIMAJ**  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires 01-12-2016  
Acting in the County of Oakland