

UNOFFICIAL COPY

Doc#. 2010607043 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 04/15/2020 09:09 AM Pg: 1 of 12

This Document Prepared By:
TERNISHA
FLAGSTAR BANK FSB
532 RIVERSIDE AVE.
JACKSONVILLE, FL 32202
800-393-4887

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
FAMS - DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: 27-16-209-051-1003

[Space Above This Line for Recording Data]

Original Principal Amount: \$120,000.00

Fannie Mae Loan No.: 0440581335

Unpaid Principal Amount: \$110,577.50

Loan No: 0440581335

New Principal Amount: \$113,352.38

New Money (Cap): \$2,774.88

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 22ND day of JANUARY, 2020, between SEAN F. THOMAS, MARRIED TO FATIMA CARDOSO-THOMAS ("Borrower"), whose address is 9900 TREETOP DR APT 2E, ORLAND PARK, ILLINOIS 60462 and LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA ("Lender"), whose address is 532 RIVERSIDE AVE., JACKSONVILLE, FL 32202, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JUNE 29, 2006 and recorded on JULY 26, 2006 in INSTRUMENT NO. 0620740018, 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

9900 TREETOP DR APT 2E, ORLAND PARK, ILLINOIS 60462

UNOFFICIAL COPY

(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 **FEBRUARY 1, 2020**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$113,352.38**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2) **\$2,038.34** 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 **\$111,314.04**. Interest will be charged on the Interest Bearing Principal Balance at a yearly rate of **3.6250%** from **FEBRUARY 1, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. **\$439.61** beginning on the **1ST** day of **MARCH, 2020**. Borrower will continue to make monthly payments on the same day of each succeeding 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 **FEBRUARY 1, 2060**.
- 3) I agree to pay in full the Deferred Principal Balance and any other amounts still 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 first 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 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.

- 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:

UNOFFICIAL COPY

- (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) 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.
- 7) 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 and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney'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.
 - (f) Borrower authorizes 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) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

UNOFFICIAL COPY

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 contacted by text messaging .

Property of Cook County Clerk's Office

UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: SEAN THOMAS

2-18-20
Date

Borrower: **FATIMA CARDOSO-THOMAS** *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of Cook

This instrument was acknowledged before me on 18 Feb 2020 (date) by

SEAN THOMAS, FATIMA CARDOSO-THOMAS (name/s of person/s acknowledged).

Notary Public
(Seal)

Printed Name: Ora L Wade

My Commission expires:

8-22-23



UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

Borrower: ~~SEAN THOMAS~~ ^{R.D.} Maria Fatima Thomas FKA Fatima Cardoso Thomas Date 3/21/2020
 Borrower: **MARIA FATIMA THOMAS FKA FATIMA CARDOSO THOMAS** *signing Date
 solely to acknowledge this Agreement, but not to incur any personal liability for the debt
 [Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ~~ILLINOIS~~ OKLAHOMA

County of GRANDE

This instrument was acknowledged before me on 21 MARCH 2020 (date) by

~~R.D. SEAN THOMAS, MARIA FATIMA THOMAS FKA FATIMA CARDOSO THOMAS~~ (name/s of person/s acknowledged).

[Signature]
 Notary Public
 (Seal)
 Printed Name: REGINALD DUVAL
 My Commission expires: 4-12-2020



UNOFFICIAL COPY

In Witness Whereof, the Lender has executed this Agreement.

LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

By *Dawn Berry* **Bank Officer** (print name) Dawn Berry (title) 3/24/2020 Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

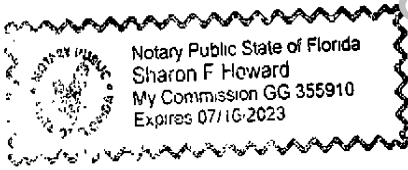
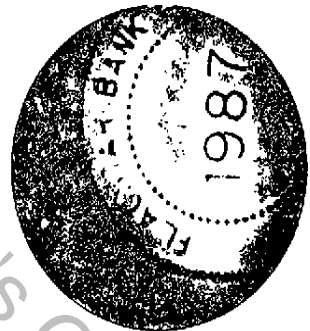
STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of March, 2020 (year), by Dawn Berry (name of person) as Bank Officer (type of authority,...e.g. officer, trustee, attorney in fact) for LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA (name of party on behalf of whom instrument was executed).

[Signature]
(Signature of Notary Public - State of Florida)

Sharon F Howard
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced N/A



UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): SEAN F. THOMAS, MARRIED TO FATIMA CARDOSO-THOMAS

LOAN NUMBER: 0440581335

LEGAL DESCRIPTION:

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

UNIT NO. 4002 IN THE TREETOP CONDOMINIUM BUILDING NO. 40 AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 40 IN TREETOP SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 2570208, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

ALSO KNOWN AS: 9900 TREETOP DR APT 2E, ORLAND PARK, ILLINOIS 60462

UNOFFICIAL COPY

Date: JANUARY 22, 2020

Loan Number: 0440581335

Lender: LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

Borrower: SEAN THOMAS, FATIMA CARDOSO-THOMAS

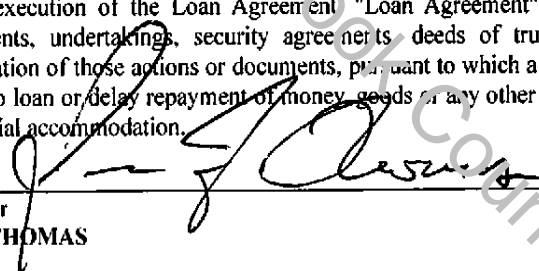
Property Address: 9900 TREETOP DR APT 2E, ORLAND PARK, ILLINOIS 60462

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.


2-18-20

Borrower Date
SEAN THOMAS

Borrower Date
FATIMA CARDOSO-THOMAS *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

UNOFFICIAL COPY

Date: JANUARY 22, 2020

Loan Number: 0440581335

Lender: LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

Borrower: SEAN THOMAS, MARIA FATIMA THOMAS FKA FATIMA CARDOSO THOMAS

Property Address: 9900 TREETOP DR APT 2E, ORLAND PARK, ILLINOIS 60462

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

	Date
Borrower SEAN THOMAS	
<i>Maria Fatima Thomas FKA Fatima Cardoso Thomas</i>	3/21/2020
Borrower	Date
MARIA FATIMA THOMAS FKA FATIMA CARDOSO THOMAS *signing only to acknowledge this Agreement, but not to incur any personal liability for the debt	



UNOFFICIAL COPY

Date: JANUARY 22, 2020

Loan Number: 0440581335

Lender: LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

Borrower: SEAN THOMAS, FATIMA CARDOSO-THOMAS

Property Address: 9900 TREETOP DR APT 2E, ORLAND PARK, ILLINOIS 60462

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower. the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period .

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.


SEAN THOMAS

2-18-20
Date

FATIMA CARDOSO-THOMAS *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date

UNOFFICIAL COPY

Date: JANUARY 22, 2020

Loan Number: 0440581335

Lender: LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

Borrower: SEAN THOMAS, MARIA FATIMA THOMAS FKA FATIMA CARDOSO THOMAS

Property Address: 9900 TREETOP DR APT 2E, ORLAND PARK, ILLINOIS 60462

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period .

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

SEAN THOMAS

Date

Maria Fatima Thomas FKA Fatima Cardoso Thomas

3/21/2020

MARIA FATIMA THOMAS FKA FATIMA CARDOSO THOMAS *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date

