

# UNOFFICIAL COPY

Doc#: 2029825126 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 10/26/2020 03:09 PM Pg: 1 of 6

This Document Prepared By:  
**EDNA KENDRICK**  
**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 #: 18-35-202-139-0000**

[Space Above This Line for Recording Data]

<b>Original Principal Amount: \$160,047.00</b>	<b>FHANA Case No.: 703 137-9441689</b>
<b>Unpaid Principal Amount: \$156,799.45</b>	<b>Loan No.: 0440478702</b>
<b>New Principal Amount: \$128,578.43</b>	
<b>New Money (Cap): \$0.00</b>	

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **28TH** day of **AUGUST, 2020**, between **GREGORY MATTHEWS II, A MARRIED MAN** ("Borrower"), whose address is **8213 RACHEL LN, JUSTICE, ILLINOIS 60458** 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 **MARCH 23, 2018** and recorded on **MARCH 27, 2018** in **INSTRUMENT NO. 1808655087**, 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

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**8213 RACHEL LN, JUSTICE, ILLINOIS 60458**

(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, **OCTOBER 1, 2020** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$128,578.43**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest 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, in the amount of U.S. **\$0.00**.
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 **3.8750%**, from **OCTOBER 1, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 604.62**, beginning on the **1ST** day of **NOVEMBER, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.8750%** will remain in effect until principal and interest are paid in full. If on **OCTOBER 1, 2050** (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 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.

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, 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

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- (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. **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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In Witness Whereof, I have executed this Agreement.

  
Borrower GREGORY MATTHEWS II

9/8/2020  
Date

\_\_\_\_\_  
[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

State of ILLINOIS

County of Cook

This instrument was acknowledged before me on September 8, 2020 (date) by

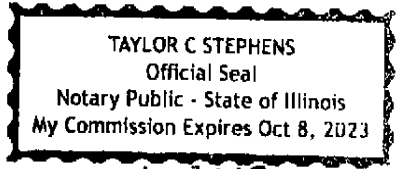
GREGORY MATTHEWS II (name/s of person/s acknowledged).

Taylor C. Stephens  
Notary Public

(Seal)

Printed Name: Taylor C. Stephens

My Commission expires:  
10/08/2023

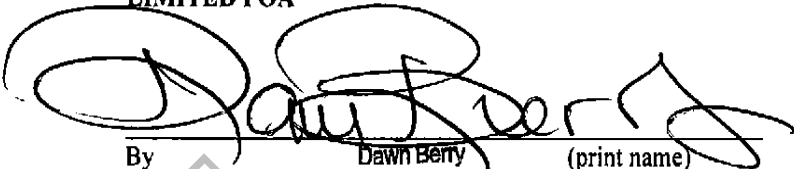


09/08/2023

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In Witness Whereof, the Lender has executed this Agreement.

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

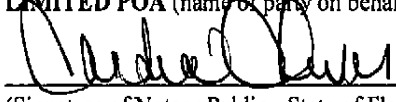
  
By Dawn Berry (print name)  
Bank Officer (title)

9/10/2020  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_


STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10 day of SEPTEMBER, 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 of Notary Public - State of Florida)

Candice Chever  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

 Candice Chever  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG092736  
Expires 4/10/2021

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## EXHIBIT A

**BORROWER(S): GREGORY MATTHEWS II, A MARRIED MAN**

**LOAN NUMBER: 0440478702**

**LEGAL DESCRIPTION:**

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

**PARCEL 1:**

THAT PART OF LOT 4 IN MODERN JUSTICE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 169.05 FEET TO THE WESTERLY EXTENSION OF THE CENTERLINE OF A PARTY WALL FOR THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 31.96 FEET TO THE SOUTH LINE OF LOT 4, THENCE SOUTH 89 DEGREES 42 MINUTES 45 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 52.00 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 32.23 FEET TO THE EASTERLY EXTENSION OF THE CENTER LINE OF A PARTY WALL; THENCE SOUTH 89 DEGREES 59 MINUTES 17 SECONDS WEST, ALONG SAID CENTER LINE, 52.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

**PARCEL 2:**

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FORTH IN DECLARATION OF COVENANTS AND EASEMENTS DATED APRIL 12, 2001 AND RECORDED AUGUST 21, 2001 AS DOCUMENT 0016769944 AND AS CREATED BY DEED FROM PRAIRIE BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 24, 1997 AND KNOWN AS TRUST NUMBER 97-024 FOR INGRESS AND EGRESS.

**ALSO KNOWN AS: 8213 RACHEL LN, JUSTICE, ILLINOIS 60458**