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Karen A. Yarbrough
Cook County Clerk
Date: 04/06/2021 06:27 AM Pg: 1 of 6

This Document Prepared By:
LAURA TOLBERT
FLAGSTAR BANK, FSB
FAY 1601 LBJ FREEWAY
SUITE 150 FARMERS BRANCH, TX 75234
800-393-4887

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: JAVIER TONY VARGAS
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

Tax/Parcel #: 12-24-214-031-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$273,300.00

FHA/VA Case No.: 703 138-0004841

Unpaid Principal Amount: \$268,722.25

Loan No: 0505050557

New Principal Amount: \$204,872.03

New Money (Cap): \$16,982.35

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 18TH day of FEBRUARY, 2021, between **HECTOR J. MATTA AND JANAY MATTA, A MARRIED COUPLE AND CARMEN M. MATTA, A SINGLE WOMAN, NOT IN TENANCY IN COMMON BUT IN JOINT TENANCY** ("Borrower"), whose address is **3824 N OCTAVIA AVE, CHICAGO, ILLINOIS 60634** and **FLAGSTAR BANK, FSB** ("Lender"), whose address is **FAY 1601 LBJ FREEWAY, SUITE 150 FARMERS BRANCH, TX 75234**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **FEBRUARY 28, 2019** and recorded on **SEPTEMBER 20, 2019** in **INSTRUMENT NO. 1926345072**, 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

UNOFFICIAL COPY**3824 N OCTAVIA AVE, CHICAGO, ILLINOIS 60634**

(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, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$204,872.03**, 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. **\$16,982.35**.
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 **3.0000%**, from **MARCH 1, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **863.75**, beginning on the **1ST** day of **APRIL, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.0000%** will remain in effect until principal and interest are paid in full. If on **MARCH 1, 2051** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amount 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.

Hm
Borrower: HECTOR J MATTA

03/8/21

Date

Janay Matta
Borrower: JANAY MATTA *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

2/8/2021

Date

Carmen M. Matta
Borrower: CARMEN M MATTA *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

3/8/2021

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of Cook

This instrument was acknowledged before me on 08/MARCH/2021 (date) by

HECTOR J MATTA, JANAY MATTA, CARMEN M MATTA (name/s of person/s acknowledged).

Muhammad Nasir Jungadiwala
Notary Public

(Seal)

Printed Name: MUHAMMAD NASIR JUNGADIWALA

My Commission expires:

08/20/2022



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In Witness Whereof, the Lender has executed this Agreement.

FLAGSTAR BANK, FSB

By Mark Booth *MVP* (print name) 3/11/2021 Date
 (title)

_____[Space Below This Line for Acknowledgments]_____

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 3/11/2021
by Mark Booth *MVP*, the *MVP* of FLAGSTAR BANK,
FSB, a company, on behalf of said company.

Priscilla Laura Serrato
Notary Public

Printed Name: Priscilla Laura Serrato

My commission expires: AUG 27 2024



Drafted By:
FLAGSTAR BANK, FSB
FAY 1601 LBJ FREEWAY
SUITE 150 FARMERS BRANCH, TX 75234



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EXHIBIT A

BORROWER(S): HECTOR J. MATTA AND JANAY MATTA, A MARRIED COUPLE AND CARMEN M. MATTA, A SINGLE WOMAN, NOT IN TENANCY IN COMMON BUT IN JOINT TENANCY

LOAN NUMBER: 0505050557

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:

LOT 180 IN VOLK BROTHERS SHAW ESTATES, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 3824 N OCTAVIA AVE, CHICAGO, ILLINOIS 60634