

UNOFFICIAL COPY

Doc#: 2127910135 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/06/2021 02:28 PM Pg: 1 of 8

Prepared by: Regina M. Uhl
AsurityDocs
717 N. Harwood, Suite 1600
Dallas, TX 75201

Recording Requested By and Return To:
WINTRUST MORTGAGE
9701 W. HIGGINS ROAD STE 400
ROSEMONT, IL 60018
Permanent Index Number 16-04-429-010-0000

(Space Above This Line For Recording Data) _____ Data ID: 735
Loan No. 01900068120-00001
Borrower: UTRINA GRAYS
Original Recorded Date: August 1, 2021
FHA CASE NO.: 138-0082050 703

FHA COVID LOAN MODIFICATION

Borrower ("I")¹: UTRINA GRAYS, whose address is 4931 W RICE ST, CHICAGO, IL 60651-3152
Lender ("Lender"): WINTRUST MORTGAGE, 9701 W. HIGGINS ROAD STE 400, ROSEMONT, IL 60018
Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): May 3, 2019
Loan Number: 01900068120-00001
Property Address: 4931 W RICE ST, CHICAGO, IL 60651-3152 ("Property")
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
Locally known as: 4931 W RICE ST, CHICAGO, IL 60651-3152

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

UNOFFICIAL COPY

Loan No: 01900068120-00001

Data ID: 735

Recorded in 8/1/2021 of the Official Records of the County Recorder's or Clerk's Office of COOK COUNTY COUNTY, ILLINOIS.

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the First Lien Mortgage on the Property, and (2) the Note secured by the First Lien Mortgage. The First Lien Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations:** I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for my income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the FHA Home Affordable Modification program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct; and
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so.

UNOFFICIAL COPY

Loan No: 01900068120-00001

Data ID: 735

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **August 1, 2021** (the "Modification Effective Date") and all unpaid late charges that remain unpaid are waived. The Loan Documents will be modified and the first modified payment will be due on **September 1, 2021**.

- A. The new Maturity Date will be: **August 1, 2051**.
- B. The modified Principal balance of my Loan will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Loan will be **\$271,450.56** (the "New Principal Balance").
- C. Interest at the rate of **3.250%** will begin to accrue on the New Principal Balance as of **August 1, 2021** and the first new monthly payment on the New Principal Balance will be due on **September 1, 2021**. My payment schedule for the modified Loan is as follows:

UNOFFICIAL COPY

Loan No: 01900068120-00001

Data ID: 735

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-30	3.250	08/01/21	\$1,181.37	\$906.99, may adjust periodically	\$2,088.36, may adjust periodically	09/01/21	360

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

UNOFFICIAL COPY

Loan No: 01900068120-00001

Data ID: 735

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That I have been advised of the amount needed to fully fund my Escrow Account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. The Loan Documents constitute a first lien on the Property and are in no way prejudiced by this Agreement.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.

UNOFFICIAL COPY

Loan No: 01900068120-00001

Data ID: 735

In Witness Whereof, the Lender and I have executed this Agreement.

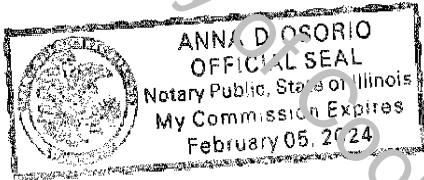
Date: 8/19/2021

Utrina Grays(Seal)
UTRINA GRAYS —Borrower

- Individual Acknowledgment -

STATE OF ILLINOIS §
COUNTY OF COOK COUNTY §

The foregoing instrument was acknowledged before me this 19 day of 08, 2021, by UTRINA GRAYS



[Signature]
Notary Public

Anna D Osorio

(Printed Name)

My commission expires: Feb 05 2024

UNOFFICIAL COPY

Loan No: 01900068120-00001

Data ID: 735

Date: 9/1/21

Lender: WINTRUST MORTGAGE

By: Renee Kirin
RENEE KIRIN, EXECUTIVE VICE PRESIDENT CENTRALIZED LOA

- Lender Acknowledgment -

STATE OF
COUNTY OF

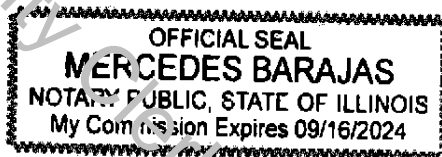
§
§

The foregoing instrument was acknowledged before me this 1st
September, 2021, by RENE KIRIN, EXECUTIVE VICE
PRESIDENT CENTRALIZED LOA of WINTRUST MORTGAGE, on behalf of the entity.

Mercedes Barajas
Notary Public

Mercedes Barajas
(Printed Name)

My commission expires: 9-16-2024



UNOFFICIAL COPY

Loan No: **01900068120-00001**

Data ID: 735

Borrower: UTRINA GRAYS

Property Address: 4931 W RICE ST, CHICAGO, IL 60651-3152

LEGAL DESCRIPTION

Lot 50 in Haley O'Connor and Company's Chicago Avenue Addition in the Southeast ¼ of Section 4, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. APN #: 16-04-429-010-0000

Property of Cook County Clerk's Office