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Doc#. 2130604082 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 11/02/2021 08:00 AM Pg: 1 of 11

Investor Loan # 0000478362

After Recording Return To:
Bank of America, N.A.
6860 Argonne St
Unit A
Denver, CO 80249

ORIG.MTG \$ 132,600.00
NEW MTG \$ 102,815.00
NEW MONEY \$ 0.00

Prepared by: *Nia Jenkins*

This document was prepared by **BANK OF AMERICA, N.A.**

_____ [Space Above This Line For Recording Data] _____

Rec # 854912 APN: 12-26-420-021-0000

LOAN MODIFICATION AGREEMENT (FHA-Insured Loan) (FHA - Loan Modification)

Borrower ("I"): ⁽¹⁾ Donald J Brainer* and Joanne M Brainer (vested party)

Original Lender/Beneficiary Lender or Servicer ("Lender"): **BANK OF AMERICA, N.A.**

Date of first-lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): **November 5, 2002**

Loan Number: 7169137204113570360171

Property Address: **See Exhibit A for Legal Description "Property"**

2416 N. WEBSTER, RIVER GROVE, IL 60171

Prev Rec Info: 11/21/2002 Inst #: 0021289597

⁽¹⁾ If more than one Borrower or Mortgagor is 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.

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~~See Exhibit B for assignments of record if applicable.~~ *NF*

Important Disclosures: The Federal Housing Administration (FHA) requires that Lender provide you with information designed to help you understand the modified mortgage terms that are being offered to you. To enable Borrower to make informed decisions, Lender must provide you with timely, clear, and understandable written information about the terms, costs, and risks of the modified mortgage. This information is included below. Please read it carefully.

If my representations in Section 1 below continue to be true in all material respects, this Loan Modification Agreement ("Agreement") will, as set forth in Section 3 below, amend and supplement (1) the Mortgage on the Property and (2) the Note secured by the Mortgage. The 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 here have the meaning given to them in the Loan Documents. If there is more than one borrower or mortgagor executing this document, each is referred to as "I." Words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

This Agreement will not take effect unless the preconditions set forth in Section 2 below have been satisfied.

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

- A. The Property has no more than four units.
- B. The Property has not been condemned and currently has no materially adverse physical condition(s).
- C. I do not have any other FHA-insured mortgage.
- D. I need assistance with the mortgage payments due to a recent National Emergency.
- E. I currently have sufficient income to support the financial obligations under the Loan Documents, as modified by this Agreement, subject to applicable law.
- F. This loan was discharged in a Bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.

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

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- A.** Prior to the Modification Effective Date as set forth in Section 3 below, if Lender determines that any of my representations in Section 1 above are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, Lender will have all of the rights and remedies provided by the Loan Documents, subject to applicable law.
- B.** The Loan Documents will not be modified unless and until (1) Lender approves this Agreement and (2) the Modification Effective Date (as defined in Section 3 below) has occurred. In addition, Lender will not be obligated to modify the Loan Documents if I fail to meet any of the requirements under this Agreement.
- 3. The Modification.** If all of my representations in Section 1 above continue to be true in all material respects and all preconditions to the modification set forth in Section 2 above have been met, the Loan Documents will automatically become modified on November 1, 2021 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived.
- A.** The new Maturity Date will be October 1, 2051.
- B.** The modified principal balance of the Note may include amounts and arrearages (including unpaid and deferred interest, foreclosure legal fees and costs, escrow items, and other costs, but excluding unpaid late charges and administrative fees, collectively "Unpaid Amounts") less any amounts paid to Lender but not previously credited to the Loan. The new principal balance of the Note will be \$102,815.00 (the "New Principal Balance"). By agreeing to add Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. This means that interest will also now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
- C.** In servicing the loan, the Bank may have incurred third-party fees or charges that were not included in the terms of this Agreement. If so, these fees and charges will appear, subject to applicable law, on your monthly statement under "Fees and Charges." These fees and charges will not accrue interest or late fees. These fees and charges may be paid at any time. If not previously paid, these fees and charges must be paid, subject to applicable law, at the earliest of (1) the date you sell or transfer an interest in the Property, (2) the date the entire New Principal Balance is paid, or (3) the Maturity Date.

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- D. Interest at the fixed rate of 2.875% will begin to accrue on the New Principal Balance as of October 1, 2021 and the first new monthly payment on the New Principal Balance will be due on November 1, 2021. The fully amortizing payment schedule for the modified Loan is as follows:

Number of Monthly Payments	Interest Rate	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On
360	2.875%	\$426.57	\$534.46, may adjust periodically	\$961.03, may adjust periodically	11/01/2021

- * The escrow payments may adjust periodically in accordance with applicable law. Therefore, the total monthly payment may change accordingly. The terms in this Section 3.C. supersede any provisions to the contrary in the Loan Documents, including (but not limited to) provisions for an adjustable- or step-interest rate.

The total monthly payment amount shown does not include the cost for any optional products that may be on the mortgage loan.

- E. Subject to applicable law, I will be in Default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- F. The interest rate set forth in Section 3.C. above shall apply even in the event of default and if the Loan Documents permitted a default rate of interest.
4. **Additional Agreements.** Lender and I agree to the following:
- A. I authorize Lender to attach an Exhibit A to this loan modification, which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk's Office to allow for recording when recording becomes necessary for Lender, subject to applicable law.
- B. All persons, or their authorized representative(s), who signed the Loan Documents have signed this Agreement, unless (1) a borrower or co-borrower is deceased; (2) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, meaning that the spouse who no longer has an

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interest in the property need not sign this Agreement (although the non-signing spouse may, subject to applicable law, continue to be held liable for the obligation under the Loan Documents); or (3) Lender has waived this requirement in writing. This Agreement may be executed in separate counterparts, each of which shall be deemed an original.

- C. This Agreement supersedes the terms of any modification, forbearance, trial modification payment plan, or loan workout plan that I previously entered into with Lender.
- D. Except to the extent modified by this Agreement or applicable law, I will comply with all covenants, agreements, and requirements of the Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, escrow items, mortgages, and all other payments, the amount of which may periodically change over the term of this Loan.
- E. The Loan Documents are composed of duly valid and binding agreements that are enforceable in accordance with their terms, which Lender and I hereby reaffirm, unless otherwise modified by law.
- F. 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 satisfies or releases any of the obligations in the Loan Documents. Except as otherwise specifically provided in, and as expressly modified by, this Agreement, Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents, subject to applicable law.
- G. On and after the Modification Effective Date, and notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if state or federal law, rules, or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 all sums secured by the Mortgage must be paid; if these sums are not paid prior to the expiration of this period, Lender may, subject to applicable law, invoke any remedies permitted by the Mortgage without further notice to, or demand on, me.

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- H. On and after the Modification Effective Date, Lender will allow the transfer and assumption of the Loan, including this Agreement, only as permitted under applicable laws and guidelines. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. On and after the Modification Effective Date, any provision in the Note (or in any addendum or amendment to the Note) that allowed for the assessment of a penalty for full or partial prepayment of the Note, is null and void.
- J. I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by Lender's procedures to ensure that the modified mortgage loan is in first-lien position and is fully enforceable upon modification. Under any circumstance and notwithstanding anything else to the contrary in this Agreement, if Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s), the terms of this Agreement will not become effective on the Modification Effective Date and Lender has the option to declare the Agreement null and void.
- K. **I will execute such other documents as may be reasonably necessary either to (1) consummate the terms and conditions of this Agreement or (2) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. Lender may declare this Agreement void and of no legal effect upon notice of such error.** If I sign a corrected Agreement, Lender will provide a copy of such Agreement to me. If I elect not to sign such corrected Agreement, at Lender's sole option, (x) the terms of the original Loan Documents shall continue in full force and effect and (y) the terms of the original Loan Documents will not be modified by this Agreement.
- L. Lender may collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure all of this information and the terms of this Agreement by Lender to (1) any government entity that regulates Lender; (2) any party that owns, insures, guarantees, or services my first-lien or subordinate lien (if applicable) mortgage loan(s); (3) companies that perform support services for Lender or the FHA; and (4) any HUD-certified housing counseling agency.
- M. **If any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms**

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and conditions of the loan as modified, or is otherwise missing, I will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any document Lender deems necessary. If the original promissory note is replaced, Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents that Lender requests of me under this Section shall be referred to as the "Documents." I will deliver the Documents within ten days after I receive Lender's written request for such replacement.

- N.** The mortgage insurance premiums, if any, on this loan may increase as a result of the capitalization. An increase in mortgage insurance premiums will increase the monthly mortgage payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change because of the higher unpaid principal balance.

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In Witness Whereof, the Lender and I have executed this Agreement.
(Signatures must be signed exactly as printed, original signature required and no photocopies accepted.)



Donald J Brainer
Donald J Brainer

(Must be signed exactly as printed)

10 / 22 / 2021
Signature date (MM/DD/YYYY)

Michael Brainer
Witness Signature

Michael Brainer
Witness Printed Name

10 / 22 / 2021
Witness Signature Date (MM/DD/YYYY)

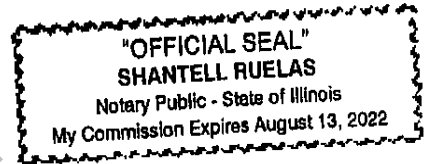
[Space below this line for Acknowledgement]

STATE OF ILLINOIS
COUNTY OF COOK

On the 22 day of October in the year 2021 before me, the undersigned, a Notary Public, personally appeared Donald J Brainer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument.

WITNESS my hand and official seal.

Shantell Ruelas Notary Signature
Shantell Ruelas Notary Public Printed Name
(exactly as printed on seal)
Notary Public Commission
August 13, 2022 Expiration Date



(Please ensure seal does not overlap any language or print)




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The undersigned is executing this agreement solely to acknowledge that their ownership interest in the Property is subject to the lien of the Security Instrument, as modified by this Agreement, and not for the purpose of assuming personal liability for the Note.

(Signatures must be signed exactly as printed, original signature required and no photocopies accepted.)

 J.B.

 JOANNE M BRAINER
 (Must be signed exactly as printed)
10 / 22 / 2021

 Signature Date (MM/DD/YYYY)

[Signature]

 Witness Signature
Michael Brainer

 Witness Printed Name
10 / 22 / 2021

 Witness Signature Date (MM/DD/YYYY)

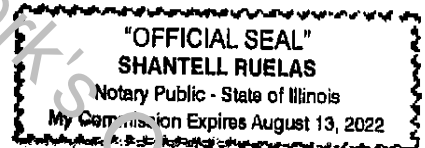
[Space below this line for Acknowledgement]

STATE OF ILLINOIS
COUNTY OF COOK

On the 22 day of October in the year 2021 before me, the undersigned, a Notary Public, personally appeared JOANNE M BRAINER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument.

WITNESS my hand and official seal.

[Signature] Notary Signature
Shantell Ruelas Notary Public Printed Name
 (exactly as printed on seal)
 Notary Public Commission
August 13, 2022 Expiration Date



(Please ensure seal does not overlap any language or print)



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EXHIBIT "A"

LEGAL DESCRIPTION

THE SOUTH 40 FEET OF THE NORTH 80 FEET OF LOT 4 IN BLOCK 8 IN VOLK BROTHERS CHICAGO HOME GARDENS, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF GRAND AVENUE, IN COOK COUNTY, ILLINOIS.

APN: 12-26-426-021-0000

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