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Illinois Anti-Predatory Lending Database Program

Doc#: 2201307413 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/13/2022 01:51 PM Pg: 1 of 10

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 13-20-128-004-0000**

Address:

Street: 6049 W PATTERSON AVE **220019052**

Street line 2:

City: CHICAGO **State:** IL **ZIP Code:** 60634

Lender: NATIONS DIRECT MORTGAGE, LLC

Borrower: EDWARD S. NAVA AND CHRISTINA D. NAVA

Loan / Mortgage Amount: \$295,311.04

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity or person.

Certificate number: C96DCD2A-518A-4964-B78A-D0D5F098B102

Execution date: 8/20/2018

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

Recording Requested By and Return To:
 DMI MORTGAGE SERVICING
 717 N. HARWOOD ST. STE 1600
 DALLAS, TX 75201-6526
 Permanent Index Number: 13201280040000

Loan No. 1448540326 (Space Above This Line For Recording Data) Data ID: 184
 Borrower: EDWARD S NAVA 2200190527 SEN
 Original Recorded Date: August 21, 2018
 FHA CASE NO.: 137-9569274 703

FHA COVID LOAN MODIFICATION

MERS Phone: 1-888-679-MERS (6377) MIN: 100611800001197765
 Borrower ("I"): EDWARD S. NAVA AND CHRISTINA D. NAVA, HUSBAND AND WIFE AND BIBIANA E. DE JESUS, A MARRIED WOMAN, whose address is 6049 W PATTERSON AVE, CHICAGO, IL 60634

Lender ("Lender"): NATIONS DIRECT MORTGAGE, LLC D/B/A MOTIVE LENDING, 1 CORPORATE DR STE 360, LAKE ZURICH, IL 60047

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): August 20, 2018

Loan Number: 1448540326

Property Address: 6049 W PATTERSON AVE, CHICAGO, IL 60634 ("Property")

"MERS" is Mortgage Electronic Registration Systems, Inc. ("Mortgagee"). MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
 Locally known as: 6049 W PATTERSON AVE, CHICAGO, IL 60634

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.

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Loan No: 1448540326

Data ID: 184

Recorded in INSTRUMENT NO. 1823355259 of the Official Records of the County Recorder's or Clerk's Office of COOK 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 to each of the following:
 - 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 all 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;
 - F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so.

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Loan No: 1448540326

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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 **December 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 **January 1, 2022**.
- A. The new Maturity Date will be **December 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 **\$295,311.04** (the "New Principal Balance").
 - C. Interest at the rate of **3.125%** will begin to accrue on the New Principal Balance as of **December 1, 2021** and the first new monthly payment on the New Principal Balance will be due on **January 1, 2022**. My payment schedule for the modified Loan is as follows:

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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	3.125	12/01/21	\$1,265.04	\$762.72, may adjust periodically	\$2,027.76, may adjust periodically	01/01/22	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.

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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.
- H. That MERS holds only legal title to the interests granted by the Borrower in the mortgage, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage Loan.

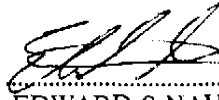
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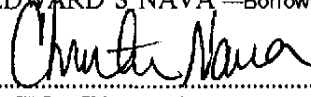
Loan No: 1448540326

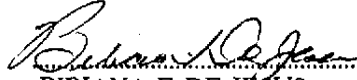
Data ID: 184

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

Date: 11/23/2021


.....(Seal)
EDWARD S. NAVA —Borrower


.....(Seal)
CHRISTINA D. NAVA —Borrower


.....(Seal)
BIBIANA E. DE JESUS —Borrower

- Individual Acknowledgment -

STATE OF ILLINOIS §
COUNTY OF COOK §

The foregoing instrument was acknowledged before me this 23 day of November, 2021, by EDWARD S. NAVA AND CHRISTINA D. NAVA AND BIBIANA E. DE JESUS


.....
Notary Public


.....
(Printed Name)

My commission expires: 1-6-25



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Loan No: 1448540326

Data ID: 184

Date: 12/16/2021

Lender: NATIONS DIRECT MORTGAGE, LLC D/B/A
MOTIVE LENDING

By: Georgina

Its: Georgina Buckley Assistant Vice President
(Printed Name and Title)

STATE OF IL
COUNTY OF Lake

- Lender Acknowledgment -
§
§

The foregoing instrument was acknowledged before me this
December 16, 2021,
by Assistant Vice President Georgina Buckley,
of NATIONS DIRECT MORTGAGE, LLC D/B/A
MOTIVE LENDING, on behalf of the entity.

Richard A Radwan
Notary Public



Richard A. Radwan
(Printed Name)
My commission expires: 6/30/2024


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Loan No: 1448540326

Data ID: 184

Date: 12/15/21

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Mortgagee, as nominee for NATIONS DIRECT MORTGAGE, LLC D/B/A MOTIVE LENDING, its successors and assigns

By: 

Its: Christopher Miranda Assistant Secretary
(Printed Name and Title)

STATE OF Illinois - Mortgage Acknowledgment -
COUNTY OF Lake §
§

The foregoing instrument was acknowledged before me this
December 15, 2021,
by Christopher Miranda,
Assistant Secretary of MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., on behalf of the entity.


Notary Public
Renee M Kropp
(Printed Name)



My commission expires: 6/16/2023

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Loan No: 1448540326

Data ID: 184

Borrower: EDWARD S NAVA

Property Address: 6049 W PATTERSON AVE, CHICAGO, IL 60634

LEGAL DESCRIPTION

Paste final legal description here then photocopy.

LOT TWO HUNDRED FOUR (204) IN ALBERT J. SCHORSCH IRVING PARK BOULEVARD GARDENS SEVENTH ADDITION, A SUBDIVISION OF THE SOUTH 7 1/2 ACRES OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) (EXCEPT THE SOUTH 173.75 FEET THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND DEDICATION AS A PUBLIC STREET OF THE EAST 33 FEET OF THE WEST HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 20 EXCEPT PARTS THERETOFORE DEDICATED

ADDRESS: 6049 W. PATTERSON AVE., CHICAGO, IL 60634

PIN #: 13-20-128-004-0005

TOWNSHIP: JEFFERSON