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Doc#. 2206839140 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/09/2022 10:07 AM Pg: 1 of 7

This Document Prepared By:
SUSAN YEOMAN
FLAGSTAR BANK, FSB
532 RIVERSIDE AVE.
JACKSONVILLE, FL 32202
800-393-4887

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

Tax/Parcel #: 18-35-202-139-0000

[Space Above This Line for Recording Date]

Original Principal Amount: \$160,047.00

FHA/VA/RHS Case No.:703 137-

Unpaid Principal Amount: \$127,791.68

9441689

New Principal Amount: \$141,168.25

Loan No: 0440478702

New Money (Cap): \$13,376.57

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 24TH day of JANUARY, 2022, between GREGORY MATTHEWS II, MARRIED MAN AND WHITNEY NAPOLEON ("Borrower"), whose address is 8213 RACHEL LN,

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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

8213 RACHEL LN, JUSTICE, ILLINOIS 60458
(Property Address)

the real property described is located in **COOK County, ILLINOIS** and 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, **FEBRUARY 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$141,168.25**, 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. **\$13,376.57**. **This Unpaid Principal Balance has been reduced by the HUD Partial Claim amount of \$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 **3.5000%**, from **FEBRUARY 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$633.91**, beginning on the **1ST** day of **MARCH, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2052** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural

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person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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; and
 - (b) all terms and provisions of any adjustable rate rider, 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.

[Signature]
Borrower: **GREGORY MATTHEWS II**

03/02/22
Date

[Signature]
Borrower: **WHITNEY NAPOLEON *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt**

03/2/22
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

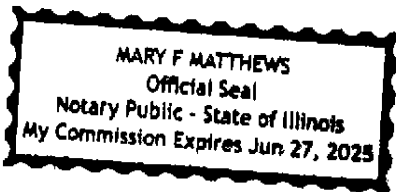
County of Will

This instrument was acknowledged before me on 3/2/2022
(date) by **GREGORY MATTHEWS II, WHITNEY NAPOLEON** (name/s of person/s acknowledged).

[Signature]
Notary Public
(Seal)

Printed Name: Mary F. Matthews

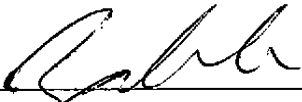
My Commission expires:
6/27/2025



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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 _____ (print name) _____ (title) _____ Date 3-7-22
 (title)

_____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

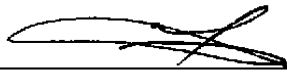
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Orange

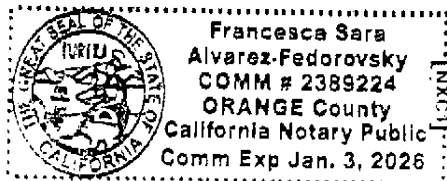
On 3/7/22 before me Francesca Sara Alvarez-Fedorovsky Notary Public, personally appeared Zachariah Scales, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  _____
 Signature of Notary Public

(Seal)



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EXHIBIT A

BORROWER(S): GREGORY MATTHEWS II, MARRIED MAN AND WHITNEY NAPOLEON

LOAN NUMBER: 0440478702

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF JUSTICE, COUNTY OF COOK, STATE OF IL, 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 CENTER LINE 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 AS SET FORTH IN DECLARATION OF COVENANTS AND EASEMENTS DATED APRIL 12, 2001 AND RECORDED AUGUST 21, 2001 AS DOCUMENT 0010769934 AND AS CREATED BY DEED FROM PRAIRIE BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED

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MARCH 24, 1997 AND KNOWN AS TRUST NUMBER 97-024 FOR INGRESS AND EGRESS.

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

Property of Cook County Clerk's Office