

# UNOFFICIAL COPY

Doc#: 2211633340 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 04/26/2022 02:05 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:  
DMI MORTGAGE SERVICING  
717 N HARWOOD ST STE 1600  
DALLAS, TX 75201-5526  
Permanent Index Number: 28113220240000

(Space Above This Line For Recording Data)

Loan No. **1472804788**  
Borrower: **GUADALUPE JESUS DAVILA**  
Original Recorded Date: **November 18, 2020**  
FHA CASE NO.: **138-0889503 703**

22025433  
45  
Data ID: 124

## FHA COVID-19 RECOVERY LOAN MODIFICATION AGREEMENT

MERS Phone: 1-888-679-MERS (6377) MIN: 100719100007670639

Borrower ("I")<sup>1</sup>: **GUADALUPE JESUS DAVILA AND LIDIA Y DAVILA , HUSBAND AND WIFE** ,  
whose address is **15057 RIDGEWAY AVE, MIDLOTHIAN, IL 60445**

Lender ("Lender"): **CROSSCOUNTRY MORTGAGE LLC (FKA CROSSCOUNTRY MORTGAGE, INC.),**  
**1 CORPORATE DR STE 360, LAKE ZURICH, IL 60047**

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): **October 23, 2020**

Loan Number: **1472804788**

Property Address: **15057 RIDGEWAY AVE, MIDLOTHIAN, IL 60445** ("Property")

"MERS" is Mortgage Electronic Registration Systems, Inc. ("Mortgage"). 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: **15057 RIDGEWAY AVE, MIDLOTHIAN, IL 60445**

<sup>1</sup> 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: 1472804788

Data ID: 124

**Recorded in INSTRUMENT NO. 2032307160 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 FHA COVID-19 Recovery Loan 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. The Property has not been condemned; and
  - C. There has been no change in the ownership of the Property since I signed the Loan Documents.
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.

**UNOFFICIAL COPY**

Loan No: 1472804788

Data ID: 124

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 **March 1, 2022** (the "Modification Effective Date") and all unpaid late charges that accumulated on or after March 1, 2020 and remain unpaid are waived. The Loan Documents will be modified and the first modified payment will be due on **April 1, 2022**.
- A. The new Maturity Date will be: **March 1, 2052**.
- B. The modified Principal balance of my Loan will include all amounts and arrearages that will be past due (excluding unpaid late charges that accumulated on or after March 1, 2020) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Loan will be **\$156,529.65** (the "New Principal Balance").
- C. Interest at the rate of **3.500%** will begin to accrue on the New Principal Balance as of **March 1, 2022** and the first new monthly payment on the New Principal Balance will be due on **April 1, 2022**. My payment schedule for the modified Loan is as follows:

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	3.500	03/01/22	\$702.89	\$520.88, may adjust periodically	\$1,323.77, may adjust periodically	04/01/22	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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Loan No: 1472804788

Data ID: 124

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

Date: 3-15-2022

Guadalupe Davila.....(Seal)  
GUADALUPE JESUS DAVILA —Borrower

Lidia Davila.....(Seal)  
LIDIA Y DAVILA —Borrower

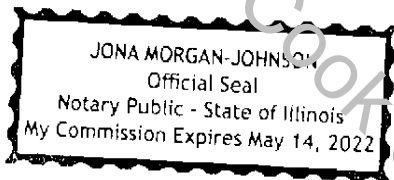
- Individual Acknowledgment -

STATE OF ILLINOIS §  
COUNTY OF COOK §

The foregoing instrument was acknowledged before me this 15 day of MARCH,  
2022 by GUADALUPE JESUS DAVILA AND LIDIA Y DAVILA

Jona Morgan Johnson  
Notary Public

Jona Morgan Johnson  
(Printed Name)



My commission expires: 05/14/2022

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Loan No: 1472804788

Data ID: 124

Date: 3/30/2022

Lender: CROSSCOUNTRY MORTGAGE LLC (FKA CROSSCOUNTRY MORTGAGE, INC.)

By: Georgina

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

Property of Cook County Clerk's Office

- Lender Acknowledgment -

STATE OF IL §  
COUNTY OF Lake §

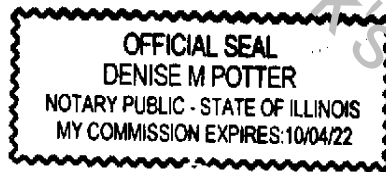
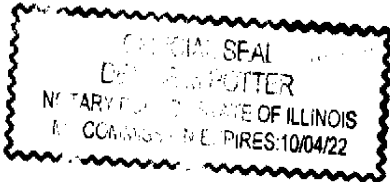
The foregoing instrument was acknowledged before me this MARCH 30, 2022  
by Georgina Buckley  
Vice President of CROSSCOUNTRY MORTGAGE LLC (FKA CROSSCOUNTRY MORTGAGE, INC.), on behalf of the entity.

[Signature]

**DENISE M. POTTER** Notary Public

(Printed Name)

My commission expires: 10/04/22




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Loan No: 1472804788

Data ID: 124

Date: 3/31/22

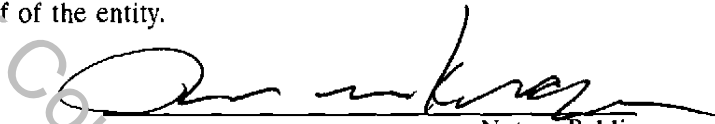
Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Mortgagee, as nominee for CROSSCOUNTRY MORTGAGE LLC (FKA CROSSCOUNTRY MORTGAGE, INC.), its successors and assigns

By: 

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

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

The foregoing instrument was acknowledged before me this March 31, 2022,  
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: 1472804788

Data ID: 124

Borrower: GUADALUPE JESUS DAVILA

Property Address: 15057 RIDGEWAY AVE, MIDLOTHIAN, IL 60445

## LEGAL DESCRIPTION

Paste final legal description here then photocopy.

THE SOUTH 57 FEET OF LOT 21 (EXCEPT THE EAST 132 FEET THEREOF AND EXCEPT THE WEST 33 FEET THEREOF) IN ROBERTSON'S THIRD ADDITION TO MIDLOTHIAN, A SUBDIVISION OF THE EAST 1353 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.