

# UNOFFICIAL COPY

Doc#: 2216421138 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 06/13/2022 09:08 AM Pg: 1 of 8

Prepared by: Regina M. Uhl  
Asuri Docs  
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: 19-23-225-008-0000

(Space Above This Line For Recording Data)  
Loan No. **1441506357** Data ID: 225  
Borrower: **RODRIGO LOPEZ**  
Original Recorded Date: **September 9, 2016**  
FHA CASE NO.: **137-8689737 763**  
**2102291191 - SAN**

## FHA COVID-19 RECOVERY LOAN MODIFICATION AGREEMENT

MERS Phone: 1-888-679-MERS (6377) MIN: 10061180000828170

Borrower ("I")<sup>1</sup>: **RODRIGO LOPEZ, A SINGLE MAN, whose address is 3435 W 66TH ST, CHICAGO, IL 60629**

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

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): **August 29, 2016**

Loan Number: **1441506357**

Property Address: **3435 W 66TH ST, CHICAGO, IL 60629 ("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: **3435 W 66TH ST, CHICAGO, IL 60629**

<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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Recorded in INSTRUMENT NO. 1625362018 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.

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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 **June 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 **July 1, 2022**.
- A. The new Maturity Date will be: **June 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 **\$118,765.12** (the "New Principal Balance").
- C. Interest at the rate of **4.625%** will begin to accrue on the New Principal Balance as of **June 1, 2022** and the first new monthly payment on the New Principal Balance will be due on **July 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	4.625	06/01/22	\$610.62	\$456.20, may adjust periodically	\$1,066.82, may adjust periodically	07/01/22	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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In Witness Whereof, the Lender and I have executed this Agreement.

Date: 5/13/22

[Signature].....(Seal)  
RODRIGO LOPEZ -Borrower

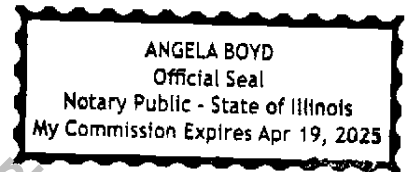
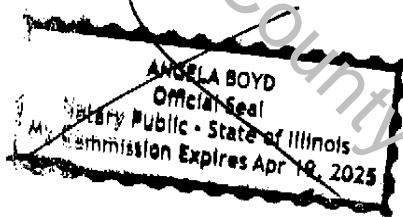
- Individual Acknowledgment -

STATE OF ILLINOIS §  
COUNTY OF COOK §

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of May, 2022, by RODRIGO LOPEZ

[Signature]  
Notary Public  
Angela Boyd  
(Printed Name)

My commission expires: 4/19/2025



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Loan No: 1441506357

Data ID: 225

Date: 5/25/22

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

By: *Georgina*

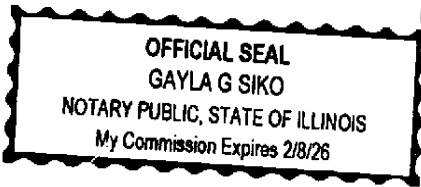
Its: Georgina Buckley \*  
(Printed Name and Title)  
\* Assistant Vice President

Property of Cook County Clerk's Office

- Lender Acknowledgment -

STATE OF IL §  
COUNTY OF Lake §

The foregoing instrument was acknowledged before me this  
May 25, 2022,  
by Georgina Buckley,  
Assistant Vice President of NATIONS DIRECT MORTGAGE, LLC D/B/A  
MOTIVE LENDING, on behalf of the entity.



*Gayla G. Siko*  
Notary Public

Gayla G. Siko  
(Printed Name)

My commission expires: 2/8/26

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Date: 5/25/22

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: [Signature]

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

STATE OF  
COUNTY OF

Illinois  
Lake

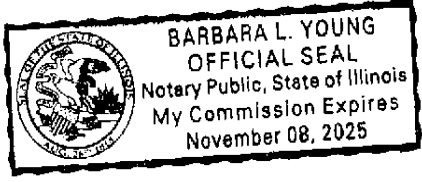
- Mortgagee Acknowledgment -

§  
§

The foregoing instrument was acknowledged before me this

5/25, 20 22,

by Christopher Miranda  
~~Assistant Secretary~~ of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, on behalf of the entity.



Barbara L Young  
Notary Public

Barbara L. Young  
(Printed Name)

My commission expires: 11/8/2025

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Loan No: 1441506357

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Borrower: RODRIGO LOPEZ

Property Address: 3435 W 66TH ST, CHICAGO, IL 60629

## LEGAL DESCRIPTION

Paste final legal description here then photocopy.

LOTS 14 AND 15 IN BLOCK 14 IN SUBDIVISION OF BLOCKS 13 AND 14 IN JOHN F. EBERHARDT'S  
SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINIOS.

19-23-225 008