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WHEN RECORDED RETURN TO:

OLD REPUBLIC TITLE
ATTN: RECORDING DEPT.
681 ANDERSON DR.
6TH FLOOR
PITTSBURGH, PA 15220

Doc#: 2217817089 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 06/27/2022 11:47 AM Pg: 1 of 6

After Recording Return To:

LoanDepot
ATTN: Document Control
5465 Legacy Drive, Suite 200
Plano, TX 75024

This Document Prepared By:

LoanDepot / Raul Compian
5465 Legacy Drive, Suite 200
Plano, TX 75024

Parcel ID Number: 07-28-401-042-0000

2202795 [Space Above This Line For Recording Data]

Original Recording Date: **March 13, 2020**

Original Loan Amount: **\$374,438.00**

New Money: **\$0.00**

Loan No: **5000020197**

Investor Loan No: **0225649548**

MIN Number: **100853706001596889**

VA Case No.: **138-0537129-703**

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 15th day of December, 2021, between **RUDY MIRANDA** whose address is **574 MISTIC HARBOUR LN, SCHAUMBURG, IL 60193** ("Borrower") and **LoanDepot.com, LLC** which is organized and existing under the laws of **The United States of America**, and whose address is **5465 Legacy Drive, Plano, TX 75024** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **March 06, 2020** and recorded in Book/Liber **N/A**, Instrument No: **2007308431** and recorded on **March 13, 2020**, of the Official Records of **COOK County, IL** 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

574 MISTIC HARBOUR LN, SCHAUMBURG, IL 60193,

(Property Address)

the real property described 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 **December 1, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$327,488.54**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$24,613.91** and other amounts capitalized,



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which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.

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 **3.125%**, from **December 1, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,402.88**, beginning on the **1st** day of **January, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **December 1, 2051** (the "Maturity Date"), 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 the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

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

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



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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.
- 8. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee of record under the Security Instrument and this Agreement.** 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, tel. (888) 679-MERS.

Rudy Miranda
RUDY MIRANDA -Borrower

Date: 12-29-2021

_____ [Space Below This Line For Acknowledgments] _____

State of Illinois

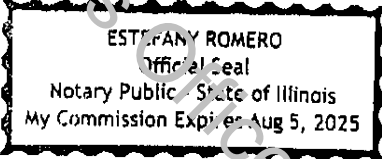
County of COOK

The foregoing instrument was acknowledged before me, a Notary Public on

December 29, 2021 by RUDY MIRANDA.

Estefany Romero
(Signature of person taking acknowledgment) Estefany Romero

My Commission Expires on 08-05-2025
Origination Company: LoanDepot.com, LLC
NMLSR ID: 174457



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LoanDepot.com, LLC

By: *Leigh Ann Chmielewski* (Seal) - Lender

Name: **Leigh Ann Chmielewski**
Title: **Senior Vice President**

1/4/2022 Date of Lender's Signature
[Space Below This Line For Acknowledgments]

State of Texas

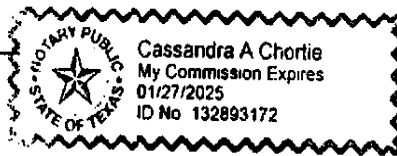
County of Collin

The foregoing instrument was acknowledged before me on

January 4, 2022
by Leigh Ann Chmielewski, the **Senior Vice President** of
LoanDepot.com, LLC MERS

Cassandra A Chortie
(Signature of person taking acknowledgment)

Cassandra A Chortie
My Commission Expires on 11/27/2025



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Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Name: [Signature]

Title: Secretary

_____[Space Below This Line For Acknowledgments]_____

State of Texas

County of Collin

The foregoing instrument was acknowledged before me on January 4, 2022

by Steve Mark, the Secretary of MERS

[Signature]

(Signature of person taking acknowledgment)

Cassandra A Chortie

My Commission Expires on 1/27/2025



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EXHIBIT A

LOT 37 IN SPRING COVE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID: 07-28-401-042-0000

ADDRESS: 574 MISTIC HARBOUR LANE, SCHAUMBURG, ILLINOIS 60193

Property of Cook County Clerk's Office