

# UNOFFICIAL COPY

Doc#: 2227234064 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 09/29/2022 10:14 AM Pg: 1 of 8

This Document Prepared By:  
**BRANKA JOVANOVIĆ-  
FETAHOVIĆ  
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 #: 09-17-415-043-1133**

[Space Above This Line for Recording Data]

**Original Principal Amount: \$171,000.00      Investor Loan No.: 0006396337  
Unpaid Principal Amount: \$167,433.59      Loan No: 0472372221  
New Principal Amount: \$168,964.14  
New Money (Cap): \$1,530.55**

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **16TH** day of **SEPTEMBER, 2022**, between **TERESITA A. MANZANERO AND MICHAEL A. MANZANERO, AS JOINT TENANTS WITH SURVIVORSHIP RIGHTS** ("Borrower"), whose address is **647 METROPOLITAN WAY, DES PLAINES, ILLINOIS 60016** and **MATRIX FINANCIAL SERVICES CORP, 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 10, 2021** and recorded on **APRIL 8, 2021** in **INSTRUMENT NO. 2109820155**, 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,

LOAN MODIFICATION AGREEMENT - Flex Mod (3179)  
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 0472372221

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**647 METROPOLITAN WAY, DES PLAINES, ILLINOIS 60016**  
(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 **OCTOBER 1, 2022**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$168,964.14**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2) **\$10,900.00** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The new Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$158,064.14**. Interest will be charged on the Interest Bearing Principal Balance at a yearly rate of **3.4900%** from **OCTOBER 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$611.38** beginning on the **1ST** day of **NOVEMBER, 2022**. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If 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. The new Maturity Date will be **OCTOBER 1, 2062**.
- 3) I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- 4) If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
- 5) 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

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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.

- 6) 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
  - (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.
- 7) Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in

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any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging .

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In Witness Whereof, I have executed this Agreement.

*Michael Manzanero* 9/26/22  
Borrower: MICHAEL A. MANZANERO Date

*Teresita A Manzanero* 9-26/22  
Borrower: TERESITA A. MANZANERO Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

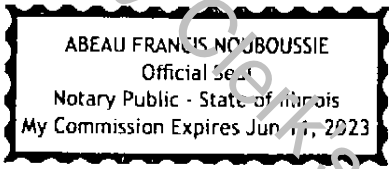
County of COOK

This instrument was acknowledged before me on 26<sup>th</sup> DAY OF SEPTEMBER, 2022  
(date) by MICHAEL A. MANZANERO, TERESITA A. MANZANERO (name/s of  
person/s acknowledged).

*Abeau Francis Nouboussie*  
Notary Public  
(Seal)

Printed Name: ABEAU-FRANCIS NOUBOUSSIE


My Commission expires:  
JUNE 11 - 2023



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In Witness Whereof, the Lender has executed this Agreement.

**MATRIX FINANCIAL SERVICES CORP, BY FLAGSTAR BANK FSB, ATTORNEY  
IN FACT UNDER LIMITED POA**

	Tin Ho Vice President	SEP 28 2022
By _____	(print name) (title)	Date

\_\_\_\_\_ [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 SEP 28 2022 before me THOS WM. WHITE Notary Public, personally appeared Tin Ho, 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): TERESITA A. MANZANERO AND MICHAEL A. MANZANERO,  
AS JOINT TENANTS WITH SURVIVORSHIP RIGHTS**

**LOAN NUMBER: 0472372221**

### LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF DES PLAINES, COUNTY OF COOK, STATE OF ILLINOIS, and described as follows:

**UNIT 605L IN THE METROPOLITAN SQUARE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT C IN METROPOLITAN SQUARE PHASE I, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 1, 2006 AS DOCUMENT 0606034006 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.**

**PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE NUMBER S57 LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0606034006.**

### PARCEL 3:

**EXCLUSIVE EASEMENT FOR THE BENEFIT OF THE OWNERS OF PARCEL 1 IN THE METROPOLITAN SQUARE CONDOMINIUM, AFORESAID, AS CREATED BY THE EASEMENT AND OPERATING AGREEMENT FOR METROPOLITAN SQUARE RECORDED FEBRUARY 24, 2006 AS DOCUMENT 0605516013, FOR PARKING, INGRESS AND EGRESS WITHIN THE GARAGE PARCEL LOCATED ON PART OF LOT D IN AFORESAID SUBDIVISION KNOWN AS PARKING SPACES RES-34, AS A LIMITED COMMON ELEMENT.**

### PARCEL 4:

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**EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE METROPOLITAN SQUARE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED MARCH 1, 2006 AS DOCUMENT 0606034004, FOR STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, COLUMNS AND BEAMS AND ANY OTHER SUPPORTING COMPONENTS IN THE BUILDING, UTILITIES, ENCROACHMENTS, INGRESS AND EGRESS, AND USE OF COMMON WALLS, FLOORS AND CEILINGS.**

**ALSO KNOWN AS: 647 METROPOLITAN WAY, DES PLAINES, ILLINOIS 60016**