

# UNOFFICIAL COPY

Doc#: 2229447063 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/21/2022 10:31 AM Pg: 1 of 7

After Recording Return To:  
LoanDepot  
ATTN: Document Control  
5465 Legacy Drive, Suite 200  
Plano, TX 75024

This Document Prepared By:  
LoanDepot / Sheridan Wood  
5465 Legacy Drive, Suite 200  
Plano, TX 75024

Parcel ID Number: 15134210440000

\* Recording a corrective loan modification agreement in order to  
correct the interest Rate in the modification dated 8/2/2022 and  
recorded on 8/25/2022 in Document # 2223704093.

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
Original Recording Date: **July 14, 2020** Loan No: **5000026848**  
Original Loan Amount: **\$155,751.00** Investor Loan No: **0225192702**  
New Money: **\$54,201.16** MIN Number: **100853706001481603**  
FHA Case No.: **138-0457667-702**

## CORRECTIVE LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 21st day of September, 2022, between **IRIS ERAZO, UNMARRIED** whose address is **415 WESLEY AVE #27, OAK PARK, IL 60302** ("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, Suite 200, 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 **December 31, 2019** and recorded in **Instrument No: 2019671016** and recorded on **July 14, 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

**1031 MARENGO AVE, FOREST PARK, IL 60130.**

(Property Address)

the real property described being set forth as follows:

see attached Exhibit A

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 **August 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$209,375.29**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$17,342.59** 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 **5.250%**, from **August 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,156.18**, beginning on the **1st** day of **September, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **August 1, 2052** (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 this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and



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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.
9. This Agreement modifies an obligation secured by an existing security instrument recorded in COOK County, IL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$155,174.13. The principal balance secured by the existing security instrument as a result of this Agreement is \$209,375.29, which amount represents the excess of the unpaid principal balance of this original obligation.



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IRIS ERAZO  
IRIS ERAZO -Borrower

Date: 10/3/2022

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

State of Illinois

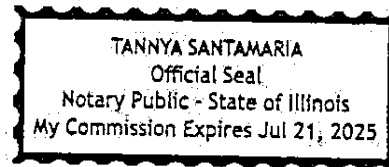
County of COOK

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

October 3<sup>rd</sup> 2022 by IRIS ERAZO.

Tannya Santamaria  
(Signature of person taking acknowledgment) Tannya Santamaria

My Commission Expires on July 21<sup>st</sup> 2025  
Origination Company: loanDepot.com, LLC  
NMLSR ID: 174557



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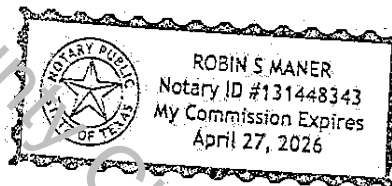
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loanDepot.com, LLC

By: *Leigh Ann Chmielewski* (Seal) - LenderName: Leigh Ann ChmielewskiTitle: Senior Vice President10-6-22 Date of Lender's SignatureState of Texas [Space Below This Line For Acknowledgments]County of Collin

The foregoing instrument was acknowledged before me on

6<sup>th</sup> October 2022by Leigh Ann Chmielewski, the Senior Vice President ofloanDepot.com, LLC*Rob S Maner*  
(Signature of person taking acknowledgment) Robin S ManerMy Commission Expires on 04-27-2026

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J Bissonnette

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Name: Jennifer BissonnetteTitle: Assistant Secretary

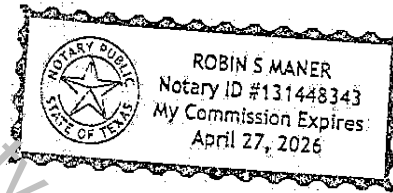
[Space Below This Line For Acknowledgments]

State of TXCounty of Collin

The foregoing instrument was acknowledged before me on

6<sup>th</sup> October 2022by Jennifer Bissonnette, the Assistant Secretary ofMortgage Electronic Registration Systems, Inc ("MERS")Robin S. Maner

(Signature of person taking acknowledgment) Robin S Maner

My Commission Expires on 04-27-2026

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## EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOT 16 IN BLOCK 1 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID NO: 15-13-421-044-0000

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED

GRANTOR: FEDERAL HOME LOAN MORTGAGE CORPORATION

GRANTEE: IRIS ERAZO, A SINGLE WOMAN

DATED: 11/19/2019

RECORDED: 02/13/2020

DOC#/BOOK-PAGE: 2004416100

ADDRESS: 1031 MARENGO AVENUE, FOREST PARK, ILLINOIS 60130