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Doc# 2305310004 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/22/2023 10:03 AM PG: 1 OF 6

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**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate and Principal Deferral)

Investor Loan No.: 0006536542

MIN: 100074500007808072

MERS PHONE #: 1-888-679-6377

This Loan Modification Agreement ("Agreement"), made effective the 1<sup>st</sup> day of February 2023, between Alejandro Reyes-Hernandez and Diana E. Reyes, husband and wife ("Borrower" – the term Borrower excludes someone signing the loan modification agreement for purposes of releasing power.) and UNION HOME MORTGAGE CORP. ("Lender") and Mortgage Electronic Registration Systems, Inc ("MERS") (Mortgagee) amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated April 22, 2021 and recorded in Instrument No. 2122812254, 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

10636 Lombard Ave., Chicago Ridge, Illinois 60415

the real property described being set forth as follows:

LOTS 41 AND 42 IN BLOCK 11 IN CHICAGO RIDGE SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Parcel No.: 24-17-121-026-0000

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 February 1, 2023, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$213,875.66, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

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2. \$12,300.00 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 \$201,575.66. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 3.250%, from January 1, 2023. Borrower promises to make monthly payments of principal and interest of U.S. \$750.95, beginning on the 1st day of February, 2023, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of 3.250% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be January 1, 2063.
3. Borrower agrees 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 Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. 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.

5. 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.
  - (c) "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.
6. 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

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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 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 .

Union Home Mortgage Corp.

By: *Elyse MCH*  
 Title: mtg serv officer  
1-19-23  
 Date of Lender's Signature

*Alejandro Reyes Hernandez*  
 Alejandro Reyes- Hernandez  
1-14-23  
 Date of Borrower's Signature

Mortgage Electronic Registration Systems, Inc.  
Nominee for Lender

By: *Elyse MCH*  
 Title: Assistant Secretary  
1-19-23  
 Date of Lender's Signature

*Diana E. Reyes*  
 Diana E. Reyes  
1-14-23  
 Date of Co-Borrower's Signature

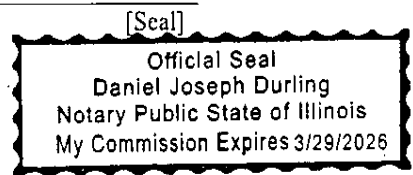
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STATE OF Ill. )  
 )SS:  
COUNTY OF Cook )

Before me, a Notary Public, in and for said State, personally appeared **Alejandro Reyes- Hernandez and Diana E. Reyes**, husband and wife, who acknowledged that he/she/they did sign the foregoing instrument and that such signing is his/her/their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 19<sup>th</sup> day of January, 2023.

[Signature]  
Notary Public



My Commission Expires: 03/29/2026

STATE OF Ohio )  
 )SS:  
COUNTY OF Lucas )

Before me, a Notary Public, in and for said State, personally appeared Elysa M. Hawthorne Alt Serv Officer UNION HOME MORTGAGE CORP, who acknowledged that he/she did sign the foregoing instrument and that such signing is his/her voluntary act and deed on behalf of the corporation.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 19 day of January, 2023.

[Signature]  
Notary Public



Michelle Wells  
Notary Public, State of Ohio  
My Commission Expires:  
11/14/2027

My Commission Expires: \_\_\_\_\_

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STATE OF OHIO )  
 )SS:  
COUNTY OF Lucas )

Before me, a Notary Public, in and for said State, personally appeared Elysum Hawthorne  
Asst. Secretary Mortgage Electronic Registration Systems, Inc., Nominee for UNION HOME  
MORTGAGE CORP., who acknowledged that he/she did sign the foregoing instrument and that such signing is his/her  
voluntary act and deed on behalf of the corporation.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 19 day of January  
2023.

Michelle Wells  
Notary Public [Seal]

My Commission Expires:



Michelle Wells  
Notary Public, State of Ohio  
My Commission Expires:  
11/14/2027

This Instrument Prepared By:  
Mark Mendel  
Union Home Mortgage Corp.  
5942 Renaissance Place  
Toledo, Ohio 43623

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**SUMMARY**

Here is a summary of your modified mortgage.

**NEW/UNPAID PRINCIPAL BALANCE.** Any past due amounts as of the end of the trial period, including unpaid interest, real estate taxes, insurance premiums, and certain assessments paid on your behalf to a third party, have been added to your mortgage loan balance. In addition, your mortgage insurance premium may increase as a result of the higher mortgage loan balance. **You have fulfilled the terms of the trial period and we have waived ALL late charges that have accrued and remained unpaid as of the end of the trial period.**

**INTEREST RATE.** The interest rate on your modified loan will not be adjusted. As a result, the existing interest rate on your mortgage loan will be applied to your modified loan as noted in the Loan Modification Agreement.

**TERM EXTENSION.** To reduce your mortgage payment, we have extended the term of your mortgage to **480** months. This means we have spread your payments over a longer period.

**ESCROW ACCOUNT.** The terms of your Loan Modification Agreement require that you pay into an escrow account an amount sufficient to cover your property taxes, insurance premiums and other required fees. Any prior waiver of escrows by your lender is no longer in effect. **UNION HOME MORTGAGE CORP.** will draw on this account to pay your real estate taxes and insurance premiums as they come due. Please note that your escrow payment amount will adjust if your taxes, insurance premiums and/or assessment amounts change, so the amount of your monthly payment that **UNION HOME MORTGAGE CORP.** must place in escrow will also adjust as permitted by law. This means that your monthly payment may change. Your initial monthly escrow payment will be **\$867.53**. This amount is not included in the loan payment noted in Section 2 of the Loan Modification Agreement. This amount is included in your total monthly mortgage payment stated below.

**PAYMENT TERMS.** The Loan Modification Agreement includes your monthly principal and interest payment amount in Section 2 showing your payment for the life of your modified loan after the trial period.

**ESCROW SHORTAGE.** Due to the timing of your tax and insurance payments, we have determined that there is a shortage of funds in your escrow account in the amount of **\$4,574.75**. You will pay this amount over a five-year (60 months) period. This monthly payment has been included in the monthly escrow payment stated above.

**TOTAL MONTHLY MORTGAGE PAYMENT.** Your total monthly mortgage payment for the initial term of your modified loan is **\$1,618.48**. This monthly payment includes a principal and interest payment of **\$750.95** and a monthly escrow payment of **\$867.53**.

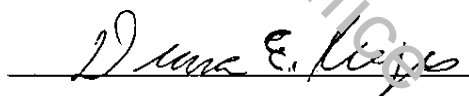
**FEES.** There are no fees or other charges for this modification.

**LOAN MODIFICATION AGREEMENT.** Please read the Loan Modification Agreement carefully and make sure that you understand it. If you have any questions, please ask us.

Loan No.: 716129



Alejandro Reyes- Hernandez



Diana E. Reyes

Date: 1-14-23Date: 1-14-23