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KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
Date 3/8/2024 4:02 PM Pg: 1 of 8

This Document Prepared By:
EDNA KENDRICK
FLAGSTAR BANK, N.A.
8800 BAYMEADOWS WAY WEST, SUITE 400
JACKSONVILLE, FL 32256
800-393-4887

When Recorded Mail To:
TIMIOS
5716 CORSA AVE, SUITE 102
WESTLAKE VILLAGE, CA 91362

Tax/Parcel #: 20-29-321-001

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Original Principal Amount: \$299,475.00

FHA/VA Case No.: 703 138-1700792

Unpaid Principal Amount: \$254,678.36

Loan No: 0505787598

New Principal Amount: \$218,373.25

New Money (Cap): \$0.00

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 23RD day of JANUARY, 2024, between **LYNISSA WILBOURN A SINGLE WOMAN AND SOCRATES RODRIGUEZ, A SINGLE MAN, AS JOINT TENANTS** ("Borrower"), whose address is **7801 S ADA ST, CHICAGO, ILLINOIS 60620** and **FLAGSTAR BANK, N.A.** ("Lender"), whose address is **8800 BAYMEADOWS WAY WEST, SUITE 400, JACKSONVILLE, FL 32256**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MAY 19, 2022** and recorded on **JUNE 27, 2022** in **INSTRUMENT NO. 2217847100**, 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

7801 S ADA ST, CHICAGO, ILLINOIS 60620

(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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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, 2024** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$218,373.25**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$0.00**.
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 **6.8750%**, from **FEBRUARY 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 1,337.26**, beginning on the **1ST** day of **MARCH, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2064** (the "Maturity Date") the 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, impositions, 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.

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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 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.

Property of Cook County Clerk's Office

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In Witness Whereof, I have executed this Agreement.

Lynissa Wilbourn
Borrower: **LYNISSA WILBOURN**

2/5/24
Date

Socrates Rodriguez
Borrower: **SOCRATES RODRIGUEZ**

2.5.24
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

County of Cook

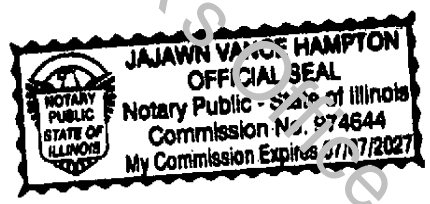
This instrument was acknowledged before me on 2/05/2024 (date) by LYNISSA WILBOURN, SOCRATES RODRIGUEZ (name/s of person/s acknowledged).

JA Before me, (name of notary), on this day personally appeared by means of interactive two-way audio and video communication (name of signer), who is known to me or has provided satisfactory evidence of identity in accordance with Illinois Governor J.B. Pritzker's Executive Order in Response to Covid-19 2020-14 and Executive Order in Response to Covid-19 2021-18 to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and acknowledged to me their presence in the State of Illinois.

Jawawn Vance Hampton (Seal)
Notary Public (signature)

Notary Printed Name: Jawawn Vance Hampton

My Commission expires: 07/07/2027



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In Witness Whereof, the Lender has executed this Agreement.

FLAGSTAR BANK, N.A.



By

(print name) Rana Nasrallah
(title) auth. Signor

8/8/24
Date

[Space Below This Line for Acknowledgments]

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 CA)
County of Los Angeles)

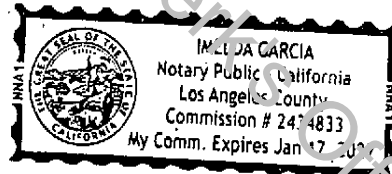
On 2/8/24 before me, Imelda Garcia Notary Public, personally appeared Rana Nasrallah, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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 Imelda Garcia
Signature of Notary Public

(Seal)



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EXHIBIT A

BORROWER(S): LYNISSA WILBOURN A SINGLE WOMAN AND SOCRATES RODRIGUEZ, A SINGLE MAN, AS JOINT TENANTS

LOAN NUMBER: 0505787598

LEGAL DESCRIPTION:

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

LOT 45 IN WILLIAM ESCH AND CLAUS F. P. KORSELL'S RESUBDIVISION, BEING A RESUBDIVISION OF E. P. GRISWOLD'S SUBDIVISION OF BLOCK 36 IN THE SUBDIVISION OF THE WEST HALF OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT CERTAIN TRACTS CONVEYED) IN COOK COUNTY, ILLINOIS

ALSO KNOWN AS: 7801 S ADA ST, CHICAGO, ILLINOIS 60620

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Date: JANUARY 23, 2024

Loan Number: 0505787598

Lender: FLAGSTAR BANK, N.A.

Borrower: LYNISSA WILBOURN, SOCRATES RODRIGUEZ

Property Address: 7801 S ADA ST, CHICAGO, ILLINOIS 60620

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Borrower
LYNISSA WILBOURN

Lynissa Wilbourn _____ 2/5/24
Date

Borrower
SOCRATES RODRIGUEZ

Socrates Rodriguez _____ 2.5.24
Date

UNOFFICIAL COPY

Date: JANUARY 23, 2024

Loan Number: 0505787598

Lender: FLAGSTAR BANK, N.A.

Borrower: LYNISSA WILBOURN, SOCRATES RODRIGUEZ

Property Address: 7801 S ADA ST, CHICAGO, ILLINOIS 60620

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of FLAGSTAR BANK, N.A.

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

LYNISSA WILBOURN

Lynissa Wilbourn

2/5/24
Date

SOCRATES RODRIGUEZ

S. S. Rodriguez

2.5.24
Date