

Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Document Prepared By:
RUTH BULWINKLE
FLAGSTAR BANK, FSB
532 RIVERSIDE AVE.
JACKSONVILLE, FL 32202
800-393-4887

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
FAMS - DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: 136-785-002-0025

[Space Above This Line for Recording Data]

Original Principal Amount: \$247,426.00
Unpaid Principal Amount: \$216,755.54
New Principal Amount: \$266,717.42

FHA/VA/RHS Case No.:203 512-2258914
Loan No: 0436712999

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE

RP-2022-508446

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PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

This Loan Modification Agreement ("Agreement"), made this **5TH** day of **OCTOBER, 2022**, between **IRISH GRACE BACALZO GUMBA, A SINGLE WOMAN** ("Borrower"), whose address is **13622 POINTED EDGE LANE, CYPRESS, TEXAS 77429** and **LAKEVIEW LOAN SERVICING, LLC, 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 **APRIL 14, 2016** and recorded on **APRIL 19, 2016** in **INSTRUMENT NO. RP-2016-158799**, of the **OFFICIAL** Records of **HARRIS COUNTY, TEXAS**, 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

13622 POINTED EDGE LANE, CYPRESS, TEXAS 77429
(Property Address)

the real property described is located in **HARRIS County, TEXAS** and 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, **NOVEMBER 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$266,717.42**, 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. **\$49,961.88**. **This Unpaid Principal Balance has been reduced by the HUD Partial Claim amount of \$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 **6.0000%**, from **NOVEMBER 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,599.11**, beginning on the **1ST** day of **DECEMBER, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2052** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security

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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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

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

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

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In Witness Whereof, I have executed this Agreement.

Irish Grace Bacalzo Gumba
Borrower: **IRISH GRACE BACALZO GUMBA** 10/10/2022
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

State of **TEXAS**

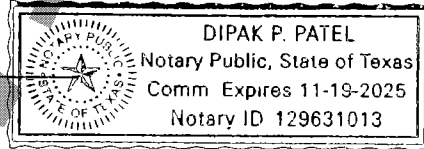
County of HARRIS

This instrument was acknowledged before me, DIPAK, P. PATEL on this day personally appeared IRISH GRACE BACALZO GUMBA known to me, proved to me through DRIVER LICENSE (description of Identify Card or Document) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

_____ This notarial act was an online notarization using communication technology

Given under my hand and seal of office this 10th day of October (month), 2022 (year)

Dipak P. Patel
Notary Public's Signature



Printed Name: DIPAK, P. PATEL

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In Witness Whereof, the Lender has executed this Agreement.

**LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY
IN FACT UNDER LIMITED POA**

By *[Signature]* Zachariah Scales 10-13-22
(print name) Vice President Date
(title)

_____ [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.

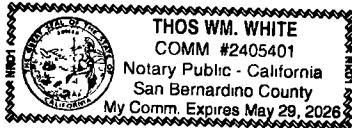
State of CALIFORNIA)
County of ORANGE)

On OCT 13 2022 before me **THOS WM. WHITE** Notary
Public, personally appeared Zachariah Scales, 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]*
Signature of Notary Public



(Seal)

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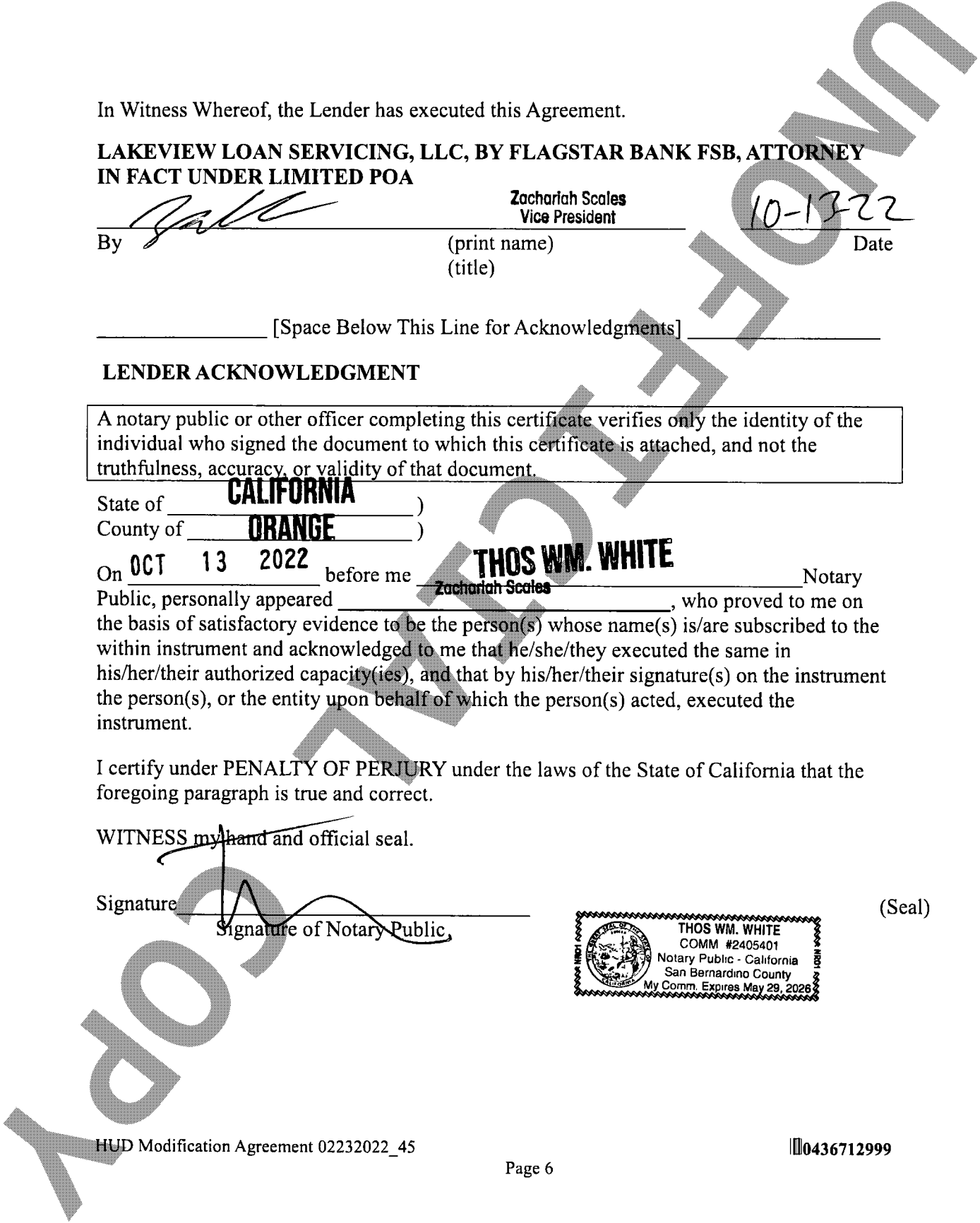


EXHIBIT A

BORROWER(S): IRISH GRACE BACALZO GUMBA, A SINGLE WOMAN

LOAN NUMBER: 0436712999

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF CYPRESS, COUNTY OF HARRIS, STATE OF TX, and described as follows:

LOT TWENTY-FIVE (25), IN BLOCK TWO (2), OF ENCLAVE AT NORTHPOINTE SECTION FOUR (4), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN/UNDER FILM CODE NO. 674943 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

ALSO KNOWN AS: 13622 POINTED EDGE LANE, CYPRESS, TEXAS 77429

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RP-2022-508446
Pages 8
10/14/2022 09:13 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$42.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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