



Passaic County Document Summary Sheet

PASSAIC COUNTY CLERK GRAND STREET ROOM 113 PATERSON NJ 07501	Transaction Identification Number	5029567 4914883
	Return Address (for recorded documents) FIRST AMERICAN TITLE INSURANCE COMPANY 3 FIRST AMERICAN WAY SANTA ANA CA 92707	

Official Use Only

DANIELLE IRELAND-IMHOF
 CLERK
 PASSAIC COUNTY
 New Jersey

 INSTRUMENT NUMBER
 2021013544
 RECORDED ON
 Feb 24, 2021
 9:04:20 AM
 BOOK:R777 PAGE:48
 Total Pages: 16

 NJ PRESERVATION ACCOUNT \$75.00
 RECORDING FEES - \$95.00
 RECORDER OF DEEDS
 HOMELESSNESS TRUST FUND \$2.00
 - CODE BLUE INITIATIVE
 HOMELESSNESS TRUST FUND \$3.00
 TOTAL PAID \$175.00
 INV: 1430457 USER: ML

Submission Date (mm/dd/yyyy)		
No. of Pages (excluding Summary Sheet)		14
Recording Fee (excluding transfer tax)		\$175.00
Realty Transfer Tax		\$0.00
Total Amount		\$175.00
Document Type	MORTGAGE MODIFICATION	
Electronic Recordation Level	L2 - Level 2 (With Images)	
Municipal Codes		
LITTLE FALLS TOWNSHIP		05
A40E71		

Additional Information (Official Use Only)

NOT
 CERTIFIED
 COPY

*** DO NOT REMOVE THIS PAGE.**

**COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF PASSAIC COUNTY FILING RECORD.
 RETAIN THIS PAGE FOR FUTURE REFERENCE.**



Passaic County Document Summary Sheet

MORTGAGE MODIFICATION	Type		MORTGAGE MODIFICATION			
	Consideration					
	Submitted By		SIMPLIFILE, LLC. (SIMPLIFILE)			
	Document Date		10/18/2020			
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
		42	239	NA		
			Name		Address	
			WILFRED MARTINEZ			
			ROSE MARTINEZ			
			Name		Address	
			PHH MORTGAGE CORPORATION			
	Parcel Info					
	Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality

NOT CERTIFIED COPY

*** DO NOT REMOVE THIS PAGE.**

**COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF PASSAIC COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.**

When recorded mail to: 12000914
FAMS-DTO Rec
3 First American Way
Santa Ana, CA 92707
Cowan L. 24541.5
X-UJ MARTINEZ

After Recording Return To: Jorge Martin

PR DOCS
E-Record

[space Above This Line for Recording Data]

DANIELLE IRELAND-IMHOFF	
CLERK	
PASSAIC COUNTY	
New Jersey	
INSTRUMENT NUMBER	
2021013544	
RECORDED ON	
Feb 24, 2021	
9:04:20 AM	
BOOK: 2777 PAGE: 48	
Total Pages: 16	
NJ PRESERVATION ACCOUNT \$75.00	
RECORDING FEE	\$95.00
RECORDER OF DEEDS	
HOMELESSNESS TRUST FUND	\$2.00
- CODE BLUE INITIATIVE	
HOMELESSNESS TRUST FUND	\$3.00
TOTAL PAID	\$175.00
JOB: 1430457 USER: ML	

LOAN MODIFICATION AGREEMENT

Service:	PHH Mortgage Services
Original Mortgage / Maker:	WILFRED MARTINEZ AND ROSE MARTINEZ
Marital Status:	MARRIED/SINGLE
Original Mortgagee / Payee:	PHH US MORTGAGE CORPORATION
Original Amount:	\$146,700.00
Original Mortgage Date:	JANUARY 19, 1994
Date Recorded:	MARCH 01, 1994
Reel / Book:	Book 42
CRFN / Document/Instrument #:	
AP# / Parcel #:	00096.0000 00004.0000
Property Address:	96 MONTCLAIR AVENUE
City: TOWNSHIP OF LITTLE FALLS	County: PASSAIC State: NEW JERSEY
Present Holder of the Note and Lien:	PHH MORTGAGE CORPORATION
Holder's Mailing Address:	PO Box 24737
(Including county)	West Palm Beach, FL 33416-9838
	Palm Beach County

Page / Mbr: 239

New Money \$ _____

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

Registered Land (OH Only): YES NO

AFN# (OH Only): _____

District (NYC Only): _____ Section: _____ Block: _____ Lot: _____

District (MA Only): _____

Lot (DC Only): _____ Square: _____



Loan Number: 0004081089
Investor Loan Number: 697426777

This document was prepared by PHH Mortgage Corporation

After Recording Return To:
PHH Mortgage Corporation
Attention: Modification Processing
PO Box 24737
West Palm Beach, FL 33416-9838

_____[Space Above This Line For Recording Data]_____

LOAN MODIFICATION AGREEMENT

Borrower (s): WILFRED MARTINEZ, ROSE MARTINEZ

(Providing for Fixed Interest Rate)

BALLOON PAYMENT DISCLOSURE

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$48,955.30, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

THIS MODIFICATION AGREEMENT INCLUDES A BALLOON PAYMENT, WHICH MEANS THAT EVEN IF BORROWER MAKES ALL THE SCHEDULED PAYMENTS WHEN DUE, THE LOAN WILL NOT BE PAID IN FULL AT THE END OF ITS TERM. AS A RESULT, ON THE MATURITY DATE OUTLINED WITHIN THIS AGREEMENT, BORROWER WILL BE REQUIRED TO REPAY, IN A SINGLE PAYMENT, THE ENTIRE REMAINING PRINCIPAL BALANCE PLUS ALL ACCRUED BUT UNPAID INTEREST AND ALL OTHER AMOUNTS OWING ON THAT DATE (INCLUDING BUT NOT LIMITED TO ALL ADVANCES MADE BY LOAN SERVICER UNDER THE TERMS OF THE SECURITY INSTRUMENT).

8-814-BIG48-0000030-001-08-000-001-008-000

CAUTION TO BORROWER: NO OBLIGATION TO REFINANCE - LOAN SERVICER HAS NO OBLIGATION TO REFINANCE THIS LOAN OR MAKE BORROWER A NEW LOAN ON THE MATURITY DATE. IF BORROWER DOES NOT HAVE THE FUNDS TO PAY THE BALLOON PAYMENT WHEN IT COMES DUE, BORROWER MAY HAVE TO OBTAIN A NEW LOAN AGAINST THE PROPERTY TO MAKE THE BALLOON PAYMENT. ASSUMING ANOTHER LENDER MAKES BORROWER A NEW LOAN ON THE MATURITY DATE, BORROWER WILL PROBABLY BE CHARGED INTEREST AT THE MARKET RATE PREVAILING AT THAT TIME. SUCH INTEREST RATE MAY BE HIGHER THAN THE INTEREST RATE PAID ON THIS LOAN. YOU MAY AGAIN HAVE TO PAY COMMISSIONS, FEES AND EXPENSES FOR THE ARRANGING OF THE NEW LOAN. IN ADDITION, IF BORROWER IS UNABLE TO MAKE THE MONTHLY PAYMENTS OR THE BALLOON PAYMENT, BORROWER MAY LOSE THE PROPERTY AND ALL OF THE EQUITY THROUGH FORECLOSURE. KEEP THIS IN MIND IN DECIDING WHETHER TO AGREE TO THE TERMS OF THIS LOAN MODIFICATION.



The debtor(s), WILFRED MARTINEZ, ROSE MARTINEZ and Freddie Mac through the servicer of the underlying mortgage loan agreement, PHH Mortgage Corporation, have agreed to modify the terms of said underlying mortgage loan agreement. Freddie Mac is the owner of the loan and retains all rights to collect payments as per the underlying mortgage loan agreement. PHH Mortgage Corporation, remains servicer for said underlying mortgage loan agreement.

This Loan Modification Agreement ("Agreement"), made this 8th day of October, 2020, ("Modification Agreement Date") between WILFRED MARTINEZ, ROSE MARTINEZ ("Borrower") and PHH Mortgage Corporation, Lender/Servicer or Agent for Lender/Servicer ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") dated 01/19/1994 and recorded in the Records of Passaic County, NJ and (2) the Note, bearing the same date as, and secured by, the Security Instrument (collectively "Loan Documents"), and encumbers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

96 MONTCLAIR AVE
LITTLE FALLS, NJ 07424

the real property described being set forth as follows:

(Legal Description Attached as Exhibit if Recording the Modification Agreement)

In consideration of the agreements made in this Agreement, and other good and valuable consideration which the parties agree they have received, including, but not limited to avoiding foreclosure and its related costs, the Borrower and Lender agree to modify the terms of the Note and Security Instrument (the "Loan Documents") as set forth in this Agreement. The Borrower and the Lender also agree that the provisions of this Agreement supersede and replace any inconsistent provisions set forth in the Loan Documents and any prior modification, forbearance or other loss mitigation agreement.

1. **BORROWER REPRESENTATION AND COVENANTS.** Borrower certifies and represents to Lender and otherwise agree and covenant with Lender that:
 - a. Borrower is experiencing a financial hardship, and as a result, (i) Borrower is in default under the Loan Documents or default is imminent, and (ii) Borrower does not have sufficient income or access to sufficient readily available financial assets to make my monthly mortgage payments now or in the near future;
 - b. There has been no impermissible change in the ownership of the Property since Borrower signed the Loan Documents;
 - c. Borrower has provided required documentation for all income that Borrower receives (and Borrower understands that Borrower is not required to disclose child support or alimony unless Borrower chooses to rely on such income when requesting to qualify mortgage assistance);
 - d. All documents and information Borrower has provided to Lender in connection with this Agreement, including the documents and information regarding Borrower's eligibility for this modification, are true and correct;
 - e. Borrower has made or will make all payments required under a trial period plan and has complied with all other requirements of such trial period plan; and

- f. Borrower will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the mortgage loan as modified by this Agreement is in the first lien position and is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.

2. ACKNOWLEDGEMENTS AND PRECONDITIONS TO MODIFICATIONS. Borrower understands and acknowledges that:

- a. If, prior to or as of the Modification Effective Date, the Lender determines that any of my certifications or representations set forth in paragraph No. 1 is untrue or any covenant or agreement set forth above in paragraph No. 1 has not been performed, the Loan Documents will not be modified and this Agreement, except for this paragraph No. 2 is null and void and of no legal effect; and The Loan Documents will not be modified by this Agreement unless and until both (i) the Lender has accepted this Agreement as solely evidenced by Lender's signature on this Agreement or on a copy of this Agreement containing Lender's signature, and (ii) the Modification Effective Date has occurred and the Lender will not be obligated or bound to make any modification of the Loan Documents if any certification or representation set forth above in paragraph No. 1 is untrue or any covenant or agreement set forth above in paragraph No. 1 has not been performed.

3. MODIFICATION TERMS.

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):

CAPITALIZATION AMOUNT.

1. Borrower acknowledges that interest has accrued but has not been paid and the Lender also has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Loan Documents and that such interest, costs and expenses, in the total amount of \$98,708.92, have been added to the principal balance owed under the Note and secured by the Security Instrument. This also includes amounts and arrearages that are past due as of the Modification Effective Date (including, but not limited to, unpaid and any previously deferred principal and interest, fees, escrow advances and other costs, collectively, "Unpaid Amounts") excluding any fees, costs and/or corporate advances not added to the account as of the Modification Agreement Date and amounts not added to the Unpaid Principal Balance due to investor and/or mortgage insurer restrictions less any amounts paid to the Lender but not previously credited to the Loan. Any amounts not added to the Unpaid Principal Balance will remain on the account until paid and will become due when the interest-bearing balance is paid in full or upon maturity as applicable pursuant to State or Federal law.
2. As of 09/01/2020, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$288,055.30, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. Borrower promises to pay the Unpaid Principal Balance plus interest charged in accordance with the requirements outlined in this Agreement.

\$48,055.30 of the Unpaid Principal Balance shall be deferred ("Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The Unpaid Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$240,000.00. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 3.375%, from 09/01/2020. The yearly rate of 3.375% will remain in effect until principal and interest are paid in full. Borrower promises to make monthly payments of principal and interest of U.S. \$911.83, beginning on 10/01/2020, 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. Borrower promises to also pay any applicable monthly escrow payments as outlined in this agreement. The initial monthly escrow amount is \$954.12. The



escrow payments may be adjusted periodically in accordance with applicable law due to changes in property taxes, insurance amounts or other escrow expenses and therefore the total monthly payment may change accordingly. The escrow payment amount shown is based on current data and represents a reasonable estimate of expenditures for future escrow obligations; however, escrow payments may be adjusted periodically in accordance with applicable law. The yearly rate of 3.375%, will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The Maturity Date will be 09/01/2060 ("Maturity Date"). If on Maturity Date, Borrower still owes amounts under the Loan Documents, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower specifically acknowledges that this is a balloon modification and therefore Borrower will have a balloon payment due at maturity in the approximate amount of \$48,055.30 " Balloon Payment."

Borrower's payment schedule for the modified Loan is as follows:

Years	Interest Rate (%)	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1 - 40	3.375	09/01/2020	\$911.83	\$954.12	\$1,865.95	10/01/2020	480

*The escrow payments may be adjusted periodically in accordance with applicable law due to changes in property taxes, insurance amounts or other escrow expenses and therefore the total monthly payment may change accordingly. The escrow payment amount shown is based on current data and represents a reasonable estimate of expenditures for future escrow obligations; however, escrow payments may be adjusted periodically in accordance with applicable law.

Borrower promises to also pay any applicable monthly escrow payments as outlined in this agreement. The initial monthly escrow amount is \$954.12. The escrow payments may be adjusted periodically in accordance with applicable law due to changes in property taxes, insurance amounts or other escrow expenses and therefore the total monthly payment may change accordingly. The escrow payment amount shown is based on current data and represents a reasonable estimate of expenditures for future escrow obligations; however, escrow payments may be adjusted periodically in accordance with applicable law.

Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and the 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.

- 1. TRANSFER OF THE PROPERTY OR BENEFICIAL INTEREST IN BORROWER.** As used in this paragraph, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser or other third party.
- 2.** 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.

- 3. SECURITY INSTRUMENT.** Borrower also will comply with, to the extent that they are modified by this Agreement, 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 modification effective date:

- 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.

4. ADDITIONAL AGREEMENTS. 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 any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender. The Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- 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. Borrower agrees to make and execute such other documents or papers as may be necessary or required to consummate the terms and conditions of this Agreement or correct the terms and conditions of this Agreement if an error is detected after execution of this agreement and which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, of the Borrower or the Borrower's estate. Borrower understands that either a corrected Agreement or a letter agreement containing the correction will be provided for signature where necessary. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If Borrower elects not to sign any such corrective documentation, the terms in effect directly prior to the loan modification offer shall continue in full force and effect, such terms will not be modified by this Agreement, and Borrower will not be eligible for a modification under any of Lender's available modification programs.
- e. 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 .



5. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked and Borrower has been advised of the amount needed to fully fund the Escrow Items.

Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum ("Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.

6. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary as outlined in this Agreement. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this section Agreement shall be referred to as "Documents". I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.



7. This Agreement may not be supplemented, changed, modified or omitted except by written document executed by both me and PHH Mortgage Services. This Modification constitutes the entire agreement between me and PHH Mortgage Services and, supersedes all previous negotiations and discussions between me, PHH Mortgage Services and/or PHH Mortgage Services's predecessors in interest, and neither prior evidence nor any prior or other agreement shall be permitted to contradict or vary its terms. There are no promises, terms, conditions, or obligations other than those contained in this Agreement.
8. Borrower agrees that 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.
9. Borrower understands that Borrower may not assign the Loan Documents or this Agreement to a buyer or transferee of the Property and, unless expressly agreed to by Lender in writing, such buyer or transferee will not be permitted to assume the Loan.
10. That the mortgage insurance premiums on Borrower's loan, if applicable, may increase as a result of the Capitalization Amount which will result in a higher total monthly payment. Furthermore, the date on which Borrower may request cancellation of mortgage insurance may change as a result of the new Unpaid Principal Balance.
11. Borrower will be in default if Borrower does not comply with the terms of the Loan Documents, as modified by this Agreement; that 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 also apply to default in the making of payments due under this Agreement; and that Borrower will be in default if, during the loss mitigation application process, Borrower or any persons or entities acting at Borrower's direction or with my knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with my mortgage loan or application for mortgage assistance, such material representations include, but are not limited to, representations concerning my income, hardship, Property, and occupancy of the Property.



NOT CERTIFIED COPY

BORROWER ACKNOWLEDGEMENT

IMPORTANT – Do NOT sign this Agreement unless you are in the presence of a notary. If extenuating circumstances prevent one notary signature, separately signed and notarized agreements will be accepted; however, the agreements must be returned in the same package to PHH Mortgage Corporation.

Each of the Borrower(s) and the Lender acknowledge that no representations, agreements or promises were made by the other party or any of its representatives other than those representations, agreements or promises specifically contained herein. This Agreement, and the Note and Security Instrument (as amended hereby) set forth the entire understanding between the parties. There are no unwritten agreements between the parties.

All individuals on the mortgage, note and the property title must sign this Agreement.

10/18/20
Date

Wilfred Martinez
WILFRED MARTINEZ

10/18/20
Date

Rose Martinez
ROSE MARTINEZ

NOT CERTIFIED



State of New Jersey
County of Passaic

On this 18 day of October, 2020, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Wivred Martinez and Rose Martinez personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Duke R. Mark
Notary Public Attorney at Law
My Commission Expires: State of New Jersey

NOT CERTIFIED COPY



LENDER ACKNOWLEDGEMENT

(For Lender's Signature Only)

Lender acknowledges that no representations, agreements or promises were made or any of its representations other than those representations, agreements or promises specifically contained herein. This Agreement, and the Note and Security Instrument (as amended hereby) set forth the entire understanding between the parties. There are no unwritten agreements between the parties.



PHH Mortgage Corporation

JORGE MARIN

Authorized Signer

Jorge Marin

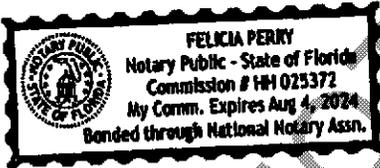
Date DEC 01 2020 Authorized Signer

State of FLORIDA

County of PALM BEACH

On this DEC 01 2020 day, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Jorge Marin personally known to me or identified to my satisfaction to be the person who executed the within instrument as Authorized Signer of PHH Mortgage Corporation., said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.



Felicia Perry
Notary Public Felicia Perry

My Commission Expires: AUG 04 2024

PHH MORTGAGE CORPORATION

JORGE MARIN
By: Jorge Marin
Authorized Signer
Date: 01-December-2020

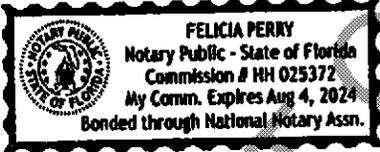
WITNESSES:

[Signature] [Signature]
Hubert Paul Diane W. Bischoff

STATE OF Florida }
COUNTY OF Palm Beach }

On 01-December-2020, before me, the undersigned Notary Public, personally appeared Jorge Marin, Authorized Signer, of PHH MORTGAGE CORPORATION, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual(s) or person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the county of Palm Beach, State of Florida.

Witness my hand and official seal.



Felicia Perry
Notary - State of Florida
County of Palm Beach
FELICIA PERRY

Prepared by: Jorge Marin

Certificate of Preparation

This is to certify that this instrument was prepared by PHH CORPORATION, one of the parties named in the instrument.

Authorized Signer

JORGE MARIN
Jorge Marin

**PHH Mortgage Corporation
5720 Premiere Park Dr
West Palm Beach FL 33407**

NOT CERTIFIED COPY

EXHIBIT "A"

ALL that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the TOWNSHIP OF LITTLE FALLS, COUNTY OF PASSAIC AND STATE OF NEW JERSEY.

BEGINNING at a point in the southeasterly line of Montclair Avenue distant therein 394 feet southwesterly from the intersection of the said line with the center line of the New York and Greenwood Lake Railroad; thence

- 1) Along the said line of Montclair Avenue South 34 degrees 15 minutes 35 seconds West 45 feet; thence
- 2) South 55 degrees 44 minutes 25 seconds East 239.33 feet; thence
- 3) North 34 degrees 15 minutes 35 seconds East 45 feet; thence
- 4) North 55 degrees 44 minutes 25 seconds West 239.33 feet to the southeasterly line of Montclair Avenue to the point and place of BEGINNING.

BEING AND INTENDED to be known as Lots 4 and 17 in Block 96.01 as shown and designated on the Tax Map of Township of Little Falls.