



## Passaic County Document Summary Sheet

PASSAIC COUNTY CLERK  GRAND STREET ROOM 113 PATERSON NJ 07501	<b>Transaction Identification Number</b>	6238688	7542326
	<b>Return Address (for recorded documents)</b> 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  
 2022038199  
 RECORDED ON  
 Jul 29, 2022  
 10:59:32 AM  
 BOOK:R833 PAGE:273  
 Total Pages: 11

NJ PRESERVATION ACCOUNT \$50.00  
 RECORDING FEES - \$76.00  
 RECORDER OF DEEDS  
 HOMELESSNESS TRUST FUND \$2.00  
 - CODE BLUE INITIATIVE  
 HOMELESSNESS TRUST FUND \$3.00  
 TOTAL PAID \$131.00  
 INV: 1523092 USER: SF

<b>Submission Date (mm/dd/yyyy)</b>		07/29/2022
<b>No. of Pages (excluding Summary Sheet)</b>		9
<b>Recording Fee (excluding transfer tax)</b>		\$131.00
<b>Realty Transfer Tax</b>		\$0.00
<b>Total Amount</b>		\$131.00
<b>Document Type</b>	MORTGAGE MODIFICATION	
<b>Electronic Recordation Level</b>	L2 - Level 2 (With Images)	
<b>Municipal Codes</b>		
LITTLE FALLS TOWNSHIP		05
A5B283		

**Additional Information (Official Use Only)**

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**\* 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**

<b>MORTGAGE MODIFICATION</b>	<b>Type</b>		MORTGAGE MODIFICATION			
	<b>Consideration</b>					
	<b>Submitted By</b>		SIMPLIFILE, LLC. (SIMPLIFILE)			
	<b>Document Date</b>		07/13/2022			
	<b>Reference Info</b>					
	<b>Book ID</b>	<b>Book</b>	<b>Beginning Page</b>	<b>Instrument No.</b>	<b>Recorded/File Date</b>	
		13481	202	2015022417		
			<b>Name</b>		<b>Address</b>	
			JOSE I VILCHES			
			CECILIA VILCHES			
			JANE VILAR			
			ARNOLD VILAR			
			<b>Name</b>		<b>Address</b>	
			MATRIX FINANCIAL SERVICES CORPORATION			
		FLAGSTAR BANK FSB				
<b>Parcel Info</b>						
<b>Property Type</b>	<b>Tax Dist.</b>	<b>Block</b>	<b>Lot</b>	<b>Qualifier</b>	<b>Municipality</b>	

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This Document Prepared By:  
**BRANKA JOVANOVIC-  
 FETAHOVIC**  
**FLAGSTAR BANK, FSB**  
**532 RIVERSIDE AVE.**  
**JACKSONVILLE, FL 32202**  
**800-393-4887**

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

**Tax/Parcel #: BLOCK: 240, LOT: 31**  
 \_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_  
**Original Principal Amount: \$277,405.00**      **Investor Loan No.: 0940916983**  
**Unpaid Principal Amount: \$226,973.16**      **Loan No: 0440784266**  
**New Principal Amount: \$257,377.23**  
**New Money (Cap): \$30,404.07**

**LOAN MODIFICATION AGREEMENT (MORTGAGE)**

**(Providing for Fixed Interest Rate)**

This Loan Modification Agreement (“Agreement”), made this 12TH day of JULY, 2022, between **JOSE IVAN VILCHES AND CECILIA VILCHES, HUSBAND AND WIFE, JANE VILAR, A MARRIED WOMAN AND ARNOLD VILAR, HER HUSBAND (“Borrower”)**, whose address is **627 HIGHLAND AVE, LITTLE FALLS, NEW JERSEY 07424** and **MATRIX FINANCIAL SERVICES CORPORATION, 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 24, 2015** and recorded on **MAY 20, 2015** in **INSTRUMENT NO. 2015022417 BOOK M13481 PAGE 202**, of the **OFFICIAL** Records of **PASSAIC COUNTY, NEW JERSEY**, 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,

**627 HIGHLAND AVE, LITTLE FALLS, NEW JERSEY 07424**  
(Property Address)

the real property described 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 **JUNE 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$257,377.23**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 **3.6500%** from **JUNE 1, 2022**. Borrower promises to pay monthly payments of principal and interest of U.S. **\$1,020.34** beginning on the **1ST** day of **JULY, 2022** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.6500%** will remain in effect until the principal and interest are paid in full. If on **JUNE 1, 2062** (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
- (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) 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.
- (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 .





In Witness Whereof, the Lender has executed this Agreement.

**MATRIX FINANCIAL SERVICES CORPORATION, BY FLAGSTAR BANK FSB,  
ATTORNEY IN FACT UNDER LIMITED POA**

[Signature]

**Zachariah Soles  
Vice President**

7-28-22

By \_\_\_\_\_  
(print name)  
(title)

Date

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

**CORPORATE ACKNOWLEDGMENT**

STATE OF California

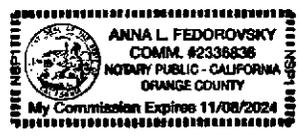
COUNTY OF Orange ) ss

I CERTIFY that on this 28 day of July, 2022,  
Zachariah Soles personally came before me and stated to my  
satisfaction that this person (or if more than one, each person):

- (a) Was the maker of the attached instrument;
- (b) Was authorized to and did execute this instrument as  
Vice President of the company, the entity named in this  
instrument; and,
- (c) Executed this instrument as the act of the entity named in this instrument

Signed and sworn to before me on 7/28, 2022

[Signature: Anna L. Fedorovsky]  
Notary Public



Printed Name: Anna L. Fedorovsky

My commission expires: \_\_\_\_\_

NOT CERTIFIED COPY

**EXHIBIT A**

**BORROWER(S): JOSE IVAN VILCHES AND CECILIA VILCHES, HUSBAND AND WIFE, JANE VILAR, A MARRIED WOMAN AND ARNOLD VILAR, HER HUSBAND**

**LOAN NUMBER: 0440784266**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the CITY OF LITTLE FALLS, COUNTY OF PASSAIC, STATE OF NEW JERSEY, and described as follows:**

**ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE TOWNSHIP OF LITTLE FALLS, COUNTY OF PASSAIC STATE OF NEW JERSEY**

**BEING SHOWN AND DESIGNATED AS LOT NO. 31 IN BLOCK 240 AS LAID DOWN ON A CERTAIN MAP ENTITLED "MAP OF OVERLOOK ESTATES, SITUATED IN THE TOWNSHIP OF LITTLE FALLS, PASSAIC COUNTY, N.J. SCALE 1 = 50', FEBRUARY, 1954, JOHN I. BLAUVELT, INC., PROFESSIONAL ENGINEERS AND LAND SURVEYORS LITTLE FALLS, N.J.", WHICH SAID MAP WAS FILED IN THE OFFICE OF THE REGISTER OF TH OF PASSAIC ON AUGUST 17, 1954 AS MAP NO. 1441.**

**ALSO KNOWN AS: 627 HIGHLAND AVE, LITTLE FALLS, NEW JERSEY 07424**