

After Recording Return To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Space Above This Line For Recording Data]

## LOAN MODIFICATION AGREEMENT

*Borrower ("I")*:<sup>1</sup> Click or tap here to enter borrower(s) name

*Lender or Servicer ("Lender")*: CONNECTICUT HOUSING FINANCE AUTHORITY

*Date of Promissory Note: ("Note")*: Click or tap here to enter date, example: May 01, 2021.

*Date and recording of Mortgage ("Mortgage")*: dated Click or tap here to enter date, recorded in Volume Click or tap here to enter Volume/Book. at Page Click or tap here to enter page. of the Click or tap here to enter City or Town name. , Connecticut Land Records, as assigned to Lender by virtue of Assignment dated Click or tap here to enter date. and recorded in Volume Click or tap here to enter Volume/Book. at Page Click or tap here to enter page, of said Land Records.

*CHFA Loan Number (the "Loan")*: Click or tap here to enter CHFA loan #.

*Property Address [and Legal Description if recordation is necessary] ("Property")*: Click or tap here to enter street address, Connecticut Click or tap here to enter zip code.

If my representations and covenants in Section 1 below continue to be true in all material respects, then this Loan Modification Agreement ("Agreement") will, as set forth in Section 3 below, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage.

The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents". Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that the Loan Documents and this Agreement are subject to the applicable laws, regulations and other requirements governing your Loan due to its inclusion in, or funding, insurance or guaranty from, a particular Lender program (referred to herein as the "Program"), including, without limitation, modification programs of the Federal Housing Administration, the United States Department of the Treasury, or other investors, insurers, guarantors or servicers of the Loan.

I understand that after I sign and return two copies of this Agreement to Lender, Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations and Covenants.** I certify, represent to Lender, covenant and agree:

- A. I am experiencing a financial hardship due to COVID-19, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;

<sup>1</sup> If more than one (1) Borrower is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

- B. If required under the Program by which I became eligible for this modification, one of the Borrowers signing this Agreement lives in the Property as a principal residence, and the Property has not been condemned;
- C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
- D. If required under the Program by which I became eligible for this modification, I have provided documentation for **all** income that I receive. I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Program);
- E. Under penalty of perjury, all documents and information that I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. If applicable, I have made or will make all payments required under a trial period plan or loan workout plan

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Agreement. This means I must make all payments on or before the days that they are due.
- B. If prior to the Modification Effective Date, as set forth in Section 3, Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, Lender will have all of the rights and remedies provided by the Loan Documents;
- C. I understand that the Loan Documents will not be modified unless and until (i) Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement; and
- D. I understand and agree that if I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, I am voluntarily entering into this modification for the benefits to be obtained thereby and not as a reaffirmation of the debt evidenced by the Note, and I further understand and agree, and Lender, by its execution of this Agreement, also agrees that nothing contained herein is intended to impose personal liability for the Loan in violation of such discharge.

3. **The Modification.** If my representations and covenants in Section 1 continue to be true in all material respects and all modification preconditions set forth in Section 2 have been met, the Loan Documents will automatically become modified on [Click or tap here to enter date.](#) (the "**Modification Effective Date**"). I understand that if I have failed to make any payments as a precondition to this modification under an applicable trial period plan, this modification will not take effect. As of the Modification Effective Date:

- A. The modified principal balance of my Note may include amounts and arrearages that will be

past due as of the Modification Effective Date (including unpaid and deferred interest, collectively, "**Unpaid Amounts**") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be \$Click or tap here to enter modified UPB. (the "**New Principal Balance**"). Interest at the rate of Click or tap here to enter interest rate.% will begin to accrue on the New Principal Balance and the modified monthly payment of principal and interest thereunder will be \$Click or tap here to enter P&I only. and will be due initially on Click or tap here to enter date. and on the first day of each and every calendar month thereafter during the term of the Loan. I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under the Note, as modified by this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.

- B. The Maturity Date will be Click or tap here to enter date. ("**Maturity Date**"). If I still owe any amounts due under the Note or the Mortgage, as amended by this Agreement, on the Maturity Date, I will pay this amount in full on the Maturity Date.
  - C. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
  - D. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in the Loan Documents.
4. **Additional Agreements.** I agree to the following:
- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) Lender has waived this requirement in writing.
  - B. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
  - C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
  - D. That this Agreement constitutes notice that Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.
  - E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
  - F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, or by the U.S. Bankruptcy Code, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, or by the U.S. Bankruptcy Code, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.

- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I 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 or requirements to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, 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.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Program.
- L. That Lender will collect and record personal information, which may include, but is not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of a trial period plan, if applicable, and this Agreement by Lender to any investor, insurer, guarantor or servicer in connection with the Program, or to any HUD certified housing counselor.
- M. 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 Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the Note is replaced, Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents Lender requests of me under this Section 4(M) shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive Lender's written request for such replacement.

- N. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.

*[Remainder of the Page Intentionally Blank; Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year written below.

WITNESSES (2):

**BORROWER 1:**

(signature) \_\_\_\_\_  
(print name)

\_\_\_\_\_  
Click or tap here to enter borrower name.

Date: \_\_\_\_\_

(signature) \_\_\_\_\_  
(print name)

STATE OF CONNECTICUT        )  
  )  
COUNTY OF \_\_\_\_\_        )

ss: \_\_\_\_\_, 20\_\_

Personally appeared [Click or tap here to enter borrower name](#), as aforesaid Signer and Sealer of the foregoing Instrument and acknowledged the same to be his/her free act and deed, before me.

\_\_\_\_\_  
Notary Public

WITNESSES (2):

**BORROWER 2:**

(signature) \_\_\_\_\_  
(print name)

\_\_\_\_\_  
Click or tap here to enter borrower name.

Date: \_\_\_\_\_

(signature) \_\_\_\_\_  
(print name)

STATE OF CONNECTICUT        )  
  )  
COUNTY OF \_\_\_\_\_        )

ss: \_\_\_\_\_, 20\_\_

Personally appeared [Click or tap here to enter borrower name](#), as aforesaid Signer and Sealer of the foregoing Instrument and acknowledged the same to be his/her free act and deed, before me.

\_\_\_\_\_  
Notary Public

