



***First American***  
MORTGAGE SOLUTIONS

## RECORDED DOCUMENT COVERSHEET

Order Number:



Reference Number:



Client Name: **FLAGSTAR BANK, F.S.B.**  
Product Type: **PR DOCS**  
State: **NM**  
County: **DONA ANA**  
Re: **LOERAJR**

**Valued Client,**

**Attached is a copy of the recorded document submitted.  
Please do not hesitate to contact us should you have any questions.**

**Thank you for selecting First American Mortgage Solutions.  
We sincerely appreciate your business!**

Recording Team  
Default Title Operations (DTO)  
3 First American Way  
Santa Ana, CA 92707

E-mail: [lmnts.recordingcustservice@firstam.com](mailto:lmnts.recordingcustservice@firstam.com)  
Toll-Free: 1-866-243-8755  
Online: [www.firstamericanavigator.com](http://www.firstamericanavigator.com) (use the "ADD NOTE" feature)





2207521 MAR 16, 2022 08:02:59 AM PAGE: 6  
LOAN MODIFICATION Deputy: Tonya wall  
Amanda López Askin, County Clerk, Dona Ana, NM



This Document Prepared By:  
**STEPHEN SALKAY**  
**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 #: [REDACTED]

[Space Above This Line for Recording Data]

Original Principal Amount: \$74,083.00

Unpaid Principal Amount: \$43,702.46

New Principal Amount: \$45,038.18

New Money (Cap): \$1,335.72

**FHAYWAKNIS** Case No.: 703 361-

2691637

Loan No: [REDACTED]

## LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 1ST day of MARCH, 2022, between GABRIEL LOERA JR, AN UNMARRIED MAN AND CLAUDIA ROBLES, AN UNMARRIED WOMAN ("Borrower"), whose address is 1692 EBONY

**AVE, LAS CRUCES, NEW MEXICO 88001 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 NOVEMBER 27, 2002 and recorded on DECEMBER 2, 2002 in INSTRUMENT NO. 2002-35881, of the OFFICIAL Records of DONA ANA COUNTY, NEW MEXICO, 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**

**1692 EBONY AVE, LAS CRUCES, NEW MEXICO 88001  
(Property Address)**

**the real property described is located in DONA ANA County, NEW MEXICO 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, MARCH 1, 2022 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$45,038.18, 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. \$1,335.72. 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 3.8750%, from MARCH 1, 2022. The Borrower promises to make monthly payments of principal and interest of U.S. \$211.79, beginning on the 1ST day of APRIL, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MARCH 1, 2052 (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 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.

In Witness Whereof, I have executed this Agreement

*Gabriel Loera Jr.*  
Borrower **GABRIEL LOERA, JR.**

*Claudia Robles*  
Borrower **CLAUDIA ROBLES**

3/11/22

Date

S-11-02

Date

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

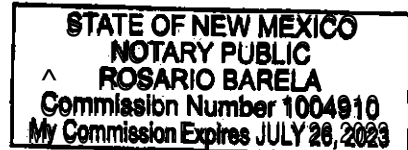
STATE OF NEW MEXICO  
COUNTY OF Dona Ana

The instrument was acknowledged before me this Friday, March 11, 2022  
by **GABRIEL LOERA, JR., CLAUDIA ROBLES**

*Rosario Barela*  
Notary Public

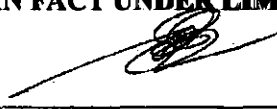
Printed Name: Rosario Barela

My commission expires: July 26, 2023



In Witness Whereof, the Lender has executed this Agreement.

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

  
By \_\_\_\_\_ Tin Ho Vice President \_\_\_\_\_ MAR 15 2022  
(print name) (title) Date

\_\_\_\_\_[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 CA. )  
County of Orange )

On 3/15/2022 before me ANNA L. FEDOROVSKY Notary  
Public, personally appeared Tin Ho, 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 of Notary Public



(Seal)

**EXHIBIT A**

**BORROWER(S); GABRIEL LOERA JR, AN UNMARRIED MAN AND CLAUDIA ROBLES, AN UNMARRIED WOMAN**

**LOAN NUMBER: [REDACTED]**

**LEGAL DESCRIPTION:**

**THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE COUNTY OF DONA ANA AND STATE OF NEW MEXICO, AND DESCRIBED AS FOLLOWS:**

**LOT 20 IN BLOCK 3 OF EBONY AVENUE REPEAT NO. 1, A TOWNHOUSE SUBDIVISION, LOCATED IN THE CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO, AS THE SAME**

**AND DESIGNATED ON THE PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF DONA ANA COUNTY, NEW MEXICO ON MAY 7, 1984 AND RECORDED IN**

**BOOK 13 AT PAGE 253, PLAT RECORDS.**

**ALSO KNOWN AS: 1692 EBONY AVE, LAS CRUCES, NEW MEXICO 88001**

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

When recorded mail to: [REDACTED]  
FAMS-DTO Rec [REDACTED]  
3 First American Way [REDACTED]  
Santa Ana, CA 92707  
Flagsta | 37270.3 | PR DOCS  
G-NM LOERAJR | E-Record

**Tax/Parcel#:** [REDACTED]

[Space Above This Line for Recording Data]

**Original Principal Amount: \$74,083.00**  
**Unpaid Principal Amount: \$43,702.46**  
**New Principal Amount: \$45,038.18**  
**New Money (Cap): \$1,335.72**

**FHAAA/RHS** [REDACTED] [REDACTED] [REDACTED]

**Loan No:** [REDACTED]

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**AVE, LAS CRUCES, NEW MEXICO 88001 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 NOVEMBER 27, 2002 and recorded on DECEMBER 2, 2002 in INSTRUMENT NO. 2002-35881, of the OFFICIAL Records of DONA ANA COUNTY, NEW MEXICO, 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**

**1692 EBONY AVE, LAS CRUCES, NEW MEXICO 88001  
(Property Address)**

the real property described is located in **DONA ANA County, NEW MEXICO** and being set forth as follows:

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- 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 3.8750%, from MARCH 1, 2022. The Borrower promises to make monthly payments of principal and interest of U.S. \$211.79, beginning on the 1ST day of APRIL, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MARCH 1, 2052 (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 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.**

In Witness Whereof, I have executed this Agreement.

[Signature]  
Borrower: GABRIEL LOERA, JR.

3/11/22  
Date

[Signature]  
Borrower: CLAUDIA ROBLES

3/11/22  
Date

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

STATE OF NEW MEXICO  
COUNTY OF Dona Ana

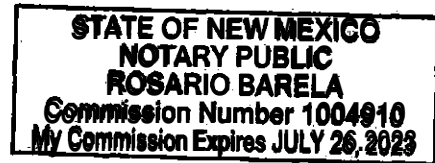
The instrument was acknowledged before me this  
by GABRIEL LOERA, JR., CLAUDIA ROBLES

Friday March 11, 2022

Rosario Barela  
Notary Public


Printed Name: Rosario Barela

My commission expires: July 24, 2023



In Witness Whereof, the Lender has executed this Agreement.

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

  
By \_\_\_\_\_ (print name) \_\_\_\_\_ Date **MAR 15 2022**  
(title)  
Tin Ha  
Vice President

\_\_\_\_\_[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 CA.  
County of ORANGE

On 3/15/2022 before me ANNA L. FEDOROVSKY Notary Public, personally appeared Tin Ha, 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 of Notary Public



(Seal)

**EXHIBIT A**

**BORROWER(S): GABRIEL LOERA JR, AN UNMARRIED MAN AND CLAUDIA ROBLES, AN UNMARRIED WOMAN**

**LOAN NUMBER: [REDACTED]**

**LEGAL DESCRIPTION:**

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**Tax/Parcel#:** [REDACTED]

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
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In Witness Whereof, I have executed this Agreement.

*Gabriel Loera*  
Borrower: GABRIEL LOERA, JR.

*Claudia Robles*  
Borrower: CLAUDIA ROBLES

3/11/22

Date

3-11-22

Date

[Space Below This Line for Acknowledgments]

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STATE OF NEW MEXICO  
COUNTY OF *CONSAM*

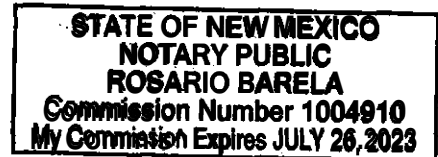
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Friday, March 11, 2022

*Rosario Barela*  
Notary Public

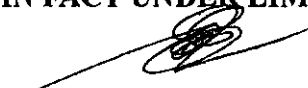
Printed Name: Rosario Barela

My commission expires: July 26, 2023



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

 Tin Ho MAR 15 2022  
Vice President  
By \_\_\_\_\_ (print name) \_\_\_\_\_ Date  
(title)

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

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State of CA.  
County of ORANGE

On 3/15/2022 before me ANNA L. FEDOROVSKY Notary  
Public, personally appeared Tin Ho, 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 of Notary Public



(Seal)

**EXHIBIT A**

**BORROWER(S): GABRIEL LOERA JR, AN UNMARRIED MAN AND CLAUDIA ROBLES, AN UNMARRIED WOMAN**

**LOAN NUMBER: [REDACTED]**

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