

UNOFFICIAL COPY



This Instrument Was Prepared By:
U.S. BANK, NA
4801 FREDERICA STREET
OWENSBORO, KENTUCKY 42301

Doc#: 1125719045 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/14/2011 10:56 AM Pg: 1 of 7

When recorded mail to: #6682168
First American Title
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: SASS - PROPERTY REPORT

Property of Cook County Clerk's Office
[Space Above This Line For Recording Data]

Original Recorded Date: APRIL 6, 2004
Original Principal Amount: \$ 215,947.00

Loan No. 4800207474
FHA/VA Case No. 703 137-2919928

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 28TH day of JUNE, 2011
between ALLISON S SASS AND CHRISTIAN B SASS, WIFE & HUSBAND

("Borrower"), and U.S. BANK, NA

("Lender"), amer us and supplements

(1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated MARCH 26, 2004
and recorded in Instrument No. 0409726159
of the Official Records of COOK COUNTY, ILLINOIS
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
1316 ASPEN CT, ELGIN, ILLINOIS 60120

HUD MODIFICATION AGREEMENT

CoreLogic Document Services
CoreLogic, Inc.
CLDS# HUD-MOD Rev. 06-21-11

(page 1 of 5)

S y
P y
S N
M N
SC y
E y
INT jk

UNOFFICIAL COPY

4800207474

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 **JULY 1, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **227,792.99**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$ **31,365.20** 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.
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 **4.375** %, from **JULY 1, 2011**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,137.34**, beginning on the **1ST** day of **AUGUST, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 01, 2041** (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 it 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.

HUD MODIFICATION AGREEMENT

CoreLogic Document Services

CoreLogic, Inc.

CLDS# HUD-MOD-2 Rev. 02-21-11

(page 2 of 5)

UNOFFICIAL COPY

4800207474

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; 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.

HUD MODIFICATION AGREEMENT

CoreLogic Document Services

CoreLogic, Inc.

CLDS# HUD-MOD-3 Rev. 02-21-11

(page 3 of 5)

UNOFFICIAL COPY

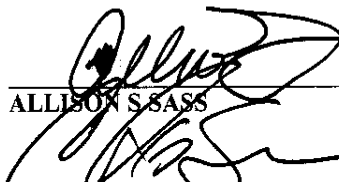
4800207474

U.S. BANK, NA



Name: **RACHEL FULKS**
Its: **MORTGAGE DOCUMENT OFFICER**

(Seal)
- Lender



ALLISON S SASS

(Seal)
- Borrower



CHRISTIAN B SASS

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

HUD MODIFICATION AGREEMENT

CoreLogic Document Services
CoreLogic, Inc.
CLDS# HUD-MOD-4 Rev. 02-21-11

(page 4 of 5)

UNOFFICIAL COPY

4800207474

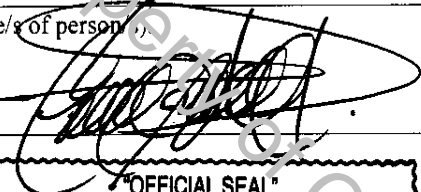
[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS
County of Cook

This instrument was acknowledged before me on July 8th, 2011 (date) by
ALLISON S SASS AND CHRISTIAN B SASS

(name/s of person/s)



(Signature of Notary Public)


(Seal)



LENDER ACKNOWLEDGMENT

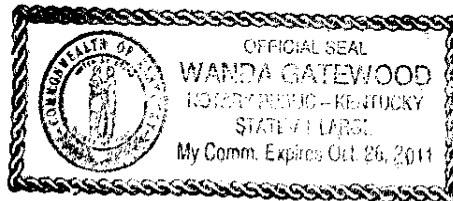
State of KENTUCKY
County of BOYD DAVIDSON

This instrument was acknowledged before me on 7.27.2011 (date) by
RACHEL FULKS as MORTGAGE DOCUMENT OFFICER
of U.S. BANK, N.A.



(Signature of Notary Public)

(Seal)



HUD MODIFICATION AGREEMENT

CoreLogic Document Services
CoreLogic, Inc.
CLDS# ILHUD-MOD-5 Rev. 10-19-10

(page 5 of 5)
ILLINOIS

UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): ALLISON S SASS AND CHRISTIAN B SASS, WIFE & HUSBAND

LOAN NUMBER: 4800207474

LEGAL DESCRIPTION:

ALSO KNOWN AS: 1316 ASPEN CT, ELGIN, ILLINOIS 60120

WWWW

UNOFFICIAL COPY

Property of Cook County Clerk's Office

LEGAL DESCRIPTION:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN COUNTY OF COOK IN THE STATE OF ILLINOIS. LOT 72 IN COUNTRY BROOK, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 17 AND PART OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN HANOVER PARK TOWNSHIP, COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 31, 1989 AS DOCUMENT NUMBER 89410826, IN COOK COUNTY, ILLINOIS.