UNOFFICIAL COPY

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

When recorded mail to: #:6201922
First American Title Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: ARANDA - PROPERTY REPORT



Doc#: 1127017001 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 09/27/2011 08:16 AM Pg: 1 of 7

[Space Above This Line For Recording Data]

PIN: 13342010270000

Original Recorded Date: NOVEMBER 3/2, 2007

Original Principal Amount: \$ 255,983.00

Loan No. 6800119299

FHA/VA Case No. 703 137-3726214

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made his 7TH day of OCTOBER, 2010 between NARCISO ARANDA AND RICARDO JUAREZ AND MARINA ARANDA

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

("Lender"), amend's and supplements

(1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated OCTOBLE. 25, 2007 and recorded in Instrument No. 0733454021

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 2334 N KILDARE AVE, CHICAGO, ILLINOIS 60639

HUD MODIFICATION AGREEMENT

CoreLogic Document Services CoreLogic, Inc. CLDS# HUD-MOD Rev. 06-15-10

(page 1 of 5)

JAN 9 JA

1127017001 Page: 2 of 7

UNOFFICIAL COPY

6800119299

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

In cov.sideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (noty, the anding anything to the contrary contained in the Note or Security Instrument):

- 1. As of OCTOLFR 1, 2010 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 266,692.09 , consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$ 17,008.44 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 5.000 %, from OCTOBER 1, 2010 . Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,431.66 , beginning on the 1ST day of NOVEMBER, 2010 , and continuing thereafter on the same day of (act) succeeding month until principal and interest are paid in full. If on OCTOBER 01, 2040 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as a mended 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 old or transferred) without Lender's prior written consent, Lender may require immediate payment r, 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 deliterated 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. 06-15-10

(page 2 of 5)

1127017001 Page: 3 of 7

UNOFFICIAL COPY

6800119299

- 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
 - 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 cankruptcy, 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 Agreeme it 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 comr? with, all of the terms and provisions thereof, as amended by this Agreement.
- 7. Borrower agrees to make and execute other cocments or papers as may be necessary to effectuate the terms and conditions of this Agreement which of approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and post and of the Borrower.

HUD MODIFICATION AGREEMENT

CoreLogic Document Services
CoreLogic, Inc.
CLDS# HUD-MOD-3 Rev. 06-15-10

(page 3 of 5)

1127017001 Page: 4 of 7

UNOFFICIAL COPY

6800119299

8. This Agreement modifies an obligation secured by an existing security instrument recorded in COOK County, ILLINOIS , upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 249,683.65 . The principal balance secured by the existing security instrument as a result of this Agreement is \$ 266,692.09 , which amount represents the excess of the unpaid principal balance of this original obligation.

Jemse Manx	(Sool
Name: Fichyer mostingy	(Seal
Its: man O Cutton	- Defide
Its: mg. Con Correre	
A Janesso Arado	(Seal
NARCISO ARANDA	- Borrower
04	
1Cicardo Juarez	(Seal)
RICARDO JUAREZ	- Borrowei
4h.	(Seal)
MARINA ARANDA	- Borrowei
Maring Hrando	(Seal)
	- Borrower
	(Seal)
	- Borrower
	C _G
	- Borrower
	- Dorrower

HUD MODIFICATION AGREEMENT

CoreLogic Document Services CoreLogic, Inc. CLDS# HUD-MOD-4 Rev. 06-15-10

U.S. BANK, NA

(page 4 of 5)

1127017001 Page: 5 of 7

6800119299

UNOFFICIAL COPY

[Space Below This Lin	ne for Acknowledgments]	
BORROWER ACI	KNOWLEDGMENT	
State of ILLINOIS		
County of		
This instrument was acknowledged before me on NARCISO ARANDA AND RICARDO JUAREZ A		(date) by
(name/s of person/s'.	(Signature of Notary Public)	OFFICIAL SEAL VICTOR M. NUNEZ
(Seal)		Notary Public - State of Illinois My Commission Expires Apr 14, 2012
LENDER ACKN	OWLEDGMENT	
State of KENTUCKY County of DAVIESS		
This instrument was acknowledged before me on	5-29-10	(date) by
Jennyar Mattingly	as Mgt. Rive of	icy
Diff.	(Signature of Notary Public)	
Seal)	OFFICIAL SEAL DONNIE R. EMBRY NOTARY PUBLIC - KENTUC STATE-AT-LARGE My Comm. Expires April 12, 7 COMM. #417782	Y II KY 2014

HUD MODIFICATION AGREEMENT

CoreLogic Document Services

CoreLogic, Inc.

CLDS# ILHUD-MOD-5 Rev. 06-15-10

(page 5 of 5)
ILLINOIS

1127017001 Page: 6 of 7

UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): NARCISO ARANDA AND RICARDO JUAREZ AND

MARINA ARANDA

LOAN NUMBER: 6800119299

LEGAL DESCRIPTION:

NOWN.

TODORING OF COUNTY Clark's Office ALSO KNOWN AS: 2334 N KILDARE AVE, CHICAGO, ILLINOIS 60639

1127017001 Page: 7 of 7

UNOFFICIAL COPY

LEGAL DESCRIPTION

LOT 3 IN BLUM'S SUBDIVISION OF LOTS 506 TO 517 BOTH INCLUSIVE IN SAN BROWN JR'S FULLERTON ABENUE SUBDIVISION IN THE NORTH EAST ¹/₄ PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office