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Doc#: 1134015030 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/06/2011 11:02 AM Pg: 1 of 7

This Document Prepared By:
KELLEY MAJUSZ
US BANK, NA
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365-7772

FIRST AMERICAN TITLE
ATTN: LMMS *0# 6832375*
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Tax/Parcel No. 07343240260000

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Original Principal Amount: \$325,000.00
Unpaid Principal Amount: \$315,566.18
New Principal Amount \$319,620.28
New Money (Cap): \$4,054.10

Freddie Mac Loan No.:586311483
MERS Min: 1005883 0907017127 0

Instrument #: 0921050005 on 7-29-09
LOAN MODIFICATION AGREEMENT
(To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 4TH day of OCTOBER, 2011, between US BANK, NA whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301 ("Lender") AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ("Mortgagee") (solely as nominee for Lender and Lender's successors and assigns), with a mailing address of P.O. Box 2026, Flint, Michigan 48501-2026, and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, Tel. (888) 679-MERS, and DALIA BERKOWSKI AN UNMARRIED WOMAN whose address is 324 SCHREIBER AVENUE, ROSELLE, ILLINOIS 60172 ("Borrower"), modifies and amends certain

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 08232011_57
First American Mortgage Services

6800266206

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terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **JULY 15, 2009**, in the original principal sum of U.S. **\$325,000.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded on **JULY 29, 2009** in **INSTRUMENT NO. 0921056005**, of the **OFFICIAL** Records of **COOK COUNTY, ILLINOIS**. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

324 SCHREIBER AVENUE, ROSELLE, ILLINOIS 60172
[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, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **NOVEMBER 1, 2011**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$319,620.28**.
2. Interest Rate. 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 **3.0000%**, beginning **NOVEMBER 1, 2011**, both before and after any default described in the Note. The yearly rate of **3.0000%** will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,144.19**, beginning on the **1ST** day of **DECEMBER, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2051**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **4801 FREDERICA ST, OWENSBORO, KY 42301** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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 given in accordance with Section

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15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. 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.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, or 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS.

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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 where 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.

In Witness Whereof, the Lender have executed this Agreement.

US BANK, NA

Sharon Owen (print name) 10/17/11 Date
By SHARON OWEN (title)
Assistant Secretary of MERS

[Space Below This Line for Acknowledgments]

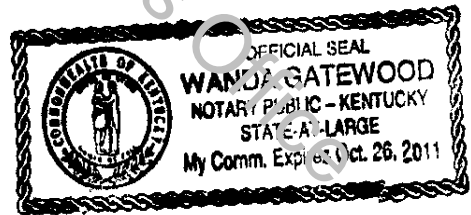
LENDER ACKNOWLEDGMENT

STATE OF KY COUNTY OF Davies

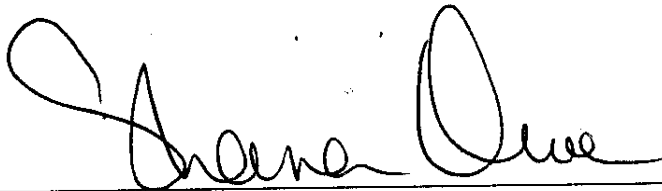
The foregoing instrument was acknowledged before me this 10-17-2011
by Sharon Owen the Asst. Secretary of MERS
of US Bank NA
a Financial Corp, on behalf of said entity.

Signature of Person Taking Acknowledgment Wanda Gatewood
Printed Name Wanda Gatewood
Title or Rank Notary
Serial Number, if any _____

THIS DOCUMENT WAS PREPARED BY: KELLEY MATUSZ
US BANK, NA
4801 FREDERICA ST
OWENSBORO, KY 42301



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Mortgage Electronic Registration Systems, Inc.

Mortgagee

By Shanan Owen

Date 10/17/11

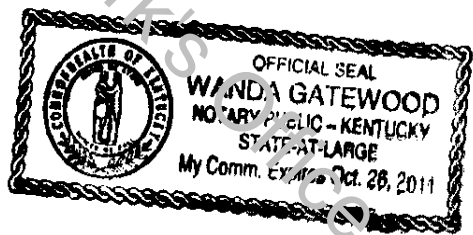
[Space Below This Line for Acknowledgments]

STATE OF KY COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 10-17-2011
by Shanan Owen, the Asst. Secretary of MERS
of US Bank NA
a financial corp, on behalf of said entity.

Signature of Person Taking Acknowledgment Wanda Gatewood
Printed Name Wanda Gatewood
Title or Rank Notary
Serial Number, if any _____

THIS DOCUMENT WAS PREPARED BY: KELLEY MATUSZAK
US BANK, NA
4801 FREDERICA ST
OWENSBORO, KY 42301



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In Witness Whereof, I have executed this Agreement.

D. Berkowski (Seal)
Borrower
DALIA BERKOWSKI
10.11.11
Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

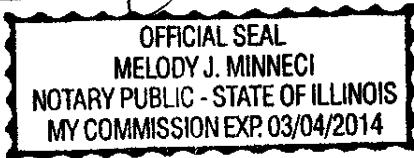
State of **ILLINOIS**

County of **COOK**

This instrument was acknowledged before me on 10/11/2011 (date) by

DALIA BERKOWSKI (name/s of person/s).

M. Minnici (Signature of Notary Public)
(Seal)



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EXHIBIT A

BORROWER(S): DALIA BERKOWSKI AN UNMARRIED WOMAN

LOAN NUMBER: 6800266206

LEGAL DESCRIPTION:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, TO WIT: THE EAST 1/2 OF LOT 17 AND ALL OF LOT 18 IN BLOCK 7 IN THE SUBDIVISION OF BLOCK 9 IN BOEGER ESTATES ADDITION TO ROSELLE, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO KNOWN AS: 324 SCHREIBER AVENUE, ROSELLE, ILLINOIS 60172