UNOFFICIAL COPY

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

When Recorded Mail To: FIRST AMERICAN TITLE P.O. BOX 27670 SANTA ANA, CA 92799-7670 ATTN: LMTS (100 884 Doc#: 1135603002 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 12/22/2011 09:24 AM Pg: 1 of 7

(),	
[Space Apove This Line For Recording Data]	

Original Recorded Date: MARCH 6, 2008 Original Principal Amount: \$ 241,062.00

Loan No. 6850059000 FHA/VA Case No. 703 137-384158 2 MERS MIN 100196800031197341

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), r.ace this 12TH day of JULY, 2011 between KENNETH S MATLOB AND JENNIFER L MATLOS, HUSBAND AND WIFE

("Borrower"), and Mortgage Electronic Registration Systems, Inc. by U.S. Bank, NA, (authorized agent, Nominee)

("Lender"), and Mort, age Electronic

Registration Systems, Inc. ("MERS") ("Mortgagee") (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026, Tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated FEBRUARY 15, 2098 and recorded in Instrument No. 0806657053

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 10110 S TALMAN AVENUE, CHICAGO, ILLINOIS 60655

TAXID 24124210210000

HUD MODIFICATION AGREEMENT

CoreLogic Document Services
CoreLogic, Inc.
CLDS# HUD-MODM1 Rev. 11-08-10

(page 1 of 6)

1135603002 Page: 2 of 7

UNOFFICIAL COPY

6850059000

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 envylving to the contrary contained in the Note or Security Instrument):

- 1. As of AUGUST 1, 201 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Baim (c") is U.S. \$ 260,594.76 , consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$ 27,101.71 and other amounts capitalized, which is limit d 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 Palance at the yearly rate of 4.750 %, from AUGUST 1, 2011 . Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,359.39 , beginning on the IST day of SEPTEMBER, 2011 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on AUGUST 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 transterred (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. Γ_{Ω^2} 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-MODM-2 Rev. 02-21-11

(page 2 of 6)

1135603002 Page: 3 of 7

UNOFFICIAL COPY

6850059000 .

- 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 in der the Note; and
 - (b) al terms and provisions of any adjustable rate rider, or other instrument or document that is afrixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrume t 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 bankrupt y, 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.



CoreLogic Document Services
CoreLogic, Inc.
CLDS# HUD-MODM-3 Rev. 02-21-11

SOM CO

1135603002 Page: 4 of 7

UNOFFICIAL COPY

6850059000

Mortgar, Electronic Registration Systems, Inc. by U.S. Lank, NA, (authorized agent, Nominee)		
YUUUR HIK		(Seal)
Name: SHANAN SVEN RACHEL FULKS Its: ASSISTANT SECRETARY OF MERS		- Lender
KENNETH S MATLOB Mattob	OFFICIAL SEAL BEVERLY STACKER COTARY PUBLIC- STATE OF ILLINOIS COMMISSION EXPIRES 05/04/14	(Seal) - Borrower
JENNIFER L MATLOB	the second expines using the second s	- Borrower
		(Seal)
	Op,	- Borrower
		(Seal)
	0,	- Borrower
		(Seal)
		- Borrower
		On IV
		Seal) - Borrower

HUD MODIFICATION AGREEMENT

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

(page 4 of 6)

1135603002 Page: 5 of 7

UNOFFICIAL COPY

6850059000
[Space Below This Line for Acknowledgments]
BORROWER ACKNOWLEDGMENT
County of
This instrument was acknowledged before me on JUU 8, OOI (date) by KENNETH S MATLOB AND JENNIFER L MATLOB
name/s of person s).
(Signature of Notary Public)
See 1) OFFICIAL SEAL BEVERLY STACKER NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 05/04/14EN DER ACKNOWLEDGMENT
State of Ky County of Quees
This instrument was acknowledged before me on Charles (date) by SHANAN OWEN RUCKE FUKS as ASSISTANT SECRETARY OF MERS of
(Signature of Notary Public)
Seal) OFFICIAL SEAL BARBARA A. GROOMS NOTARY PUBLIC KENTUCKY STATE-AT-LARGE My Comm. Expires May 20, 2014 Notary ID #420299

HUD MODIFICATION AGREEMENT

CoreLogic Document Services

CoreLogic, Inc.

CLDS# ILHUD-MODM-5 Rev. 10-19-10

(page 5 of 6)

ILLINOIS

1135603002 Page: 6 of 7

UNOFFICIAL COPY

6850059000

Marke Olystor	
Mortgage Electronic Registration Systems, Inc.	-Mortgagee
State of	
County of Lives	
This instrument was acknowledge; before me on July 18, 2011 SHANAN OWEN RACHE FILLS of	(date) by
(Signature of Notary Public)	
(Signature of Notary Public)	
OFFICIAL SEAL OFFICIAL SEAL BARBARA A. GRUOMS NOTARY PUBLIC - KENTUC' Y STATE-A1-A-RGE My Comm. Expires May 20, 2014 Notary ID #420299	

CoreLogic Document Services

CoreLogic, Inc.

CLDS# ILHUD-MODM-6 Rev. 10-19-10

1135603002 Page: 7 of 7

UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): KENNETH S MATLOB AND JENNIFER L MATLOB, HUSBAND AND WIFE

LOAN NUMBER: 6850059000

LEGAL DESCRIPTION:

LOT 31 IN BLOCK 2 IN BEVERLY RIDGE BEING A SUBDIVISION OF PART OF TYLE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT 101105

COOK COUNTY CLORES OFFICE THEREOF RECORDED NOVEMBER 29,1926 AS DOCUMENT 9480140.

ALSO KNOWN 'S 10110 S TALMAN AVENUE, CHICAGO, ILLINOIS 60655