NOFFICIAL COP'

This Instrument was prepared by: JULIEANNA FULKERSON 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

1211010045 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/19/2012 11:57 AM Pg: 1 of 7

[Space Above This Line For Recording Data]

Original Recorded Date: OCTOBER 25, 2008 Original Frincipal Amount: \$ 196,800.00

Freddie Mac Loan No. 389953261 Loan No. 6800067037

MERS MIN

1000212 6800067037 8

APN: 12-28-304-032-1042 MERS MIN 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 CRICINAL 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 "Afreement"), made and effective this **APRIL, 2011** , between

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

("Lender")

AND MORTGAGE ELECTRONIC REGISTRATION SYSTEM 5, INC. ("MERS") ("Mortgagee"), and MARIANA HERRERA-GRANT, SINGLE

("Borrower"),

modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated OCTOBER 16, 2006 , in the original principal sum of U.S. \$ 196,8 \0.0' and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and River(s), if any, dated the same date as the Note and recorded in

Instrument No. 0629855158

of the Official

Records of COOK COUNTY, ILLINOIS

The

[Name of Records]

[County and State, or other Jurisdiction]

Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

9670 FRANKLIN AVENUE, FRANKLIN PARK, ILLINOIS 60131

[Property Address]

Doct 0629855158

MULTISTATE LOAN MODIFICAT JUIN AGREEMENT (To a Fixed Interest rate) -- Single Family -- Freddie Mae UNIFORM INSTRUMENT

Form 5161 3/04 (page 1 of 6)

CoreLogic Document Services CoreLogic, Inc.

CLDS# ILFR5161 Rev. 02-24-11

ILLINOIS

1211010045 Page: 2 of 7

UNOFFICIAL COPY

6800067037

the real property described being set forth as follows:

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. <u>Current Balance</u> As of MAY 1, 2011 , the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 223,354.13.
- 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 4.875 %, beginning MAY 1, 2011 , both before and after any default described in the Note. The yearly rate of 4.875 % 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. \$ 1,058.5\$, beginning on the 1ST day of JUNE, 2011, and continuing there there on the same day of each succeeding month until principal and interest are paid in full. If on MAY 01, 2051, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, he Borrower will pay these amounts in full on the Maturity Date.
- 4. Place of Payment. Borrower must make the monthly payments at 4801 Frederica Street

 Owensboro, Kentucky 42301

 or such other place as Lender may require.
- 5. Partial Payments. Borrower may make a full prepayment or partial prepayments wir out 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.

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family-Freddie Mac UNIFORM INSTRUMENT

Form 5161 3/04

CoreLogic Document Services

(page 2 of 6)

CoreLogic, Inc.

ILLINOIS

CLDS# ILFR5161-2 Rev. 02-24-11

1211010045 Page: 3 of 7

UNOFFICIAL COPY

6800067037

6. <u>Property Transfer.</u> 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 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. <u>Compliance with Covenants</u>. Borrower also will comply with all other covenants, againents, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrowitems, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.
- 8. This Agreement modifier 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 \$ 190,601.85. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 223,354.13, which amount represents the excess of the unpaid principal balance of this original obligation.

(Acknowledgments on following page)

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) -- Single Family-- Freddie Mac UNIFORM INSTRUMENT

Form 5161 3/04 (page 3 of 6)

ILLINOIS

CoreLogic Document Services
CoreLogic, Inc.

CLDS# ILFR5161-3 Rev. 02-24-11

1211010045 Page: 4 of 7

UNOFFICIAL COPY

6800067037

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, Lender and Borrower have executed this Agreement.

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

Name: SUANAN OWEN
- Lender

Its: ASSLUTANT SECRETARY OF MERS

MARIANA PERRERA GRANT
- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

1211010045 Page: 5 of 7

UNOFFICIAL COPY

	6800067037
[Space Below This Line	e For Acknowledgments]
BORROWER ACK	KNOWLEDGMENT
State of ILLINOIS	
County of	
nis instrument was acknowledged before me on	May 19, 20 11 (date) by
A	
name/s of perscays).	
amers of personals.	t
J. Chilles Fred	(Signature of Notary Public)
OFFICIAL OF ALL	(organical of Young)
OFFICIAL SEAL CHRISTINE BUNTA	
PÉDBLIC - STATE OF ILLINOIS	
LEN DIP ACK	NOWLEDGMENT
12 K	
tate of KI	0.
County of Daviess	4
	17
This instrument was acknowledged before me on	(date) by
SHANAN OWEN	as ASSISTANT SECRETARY OF MERS
of U.S. Bank, IV.A.	
	7.0
1. 1 B+	
Wardingsluend	(Signature of Notary Public)
•	
(Seal)	
OFFICIAL SEAL	
WANDA GATEWOOD //	
NOTARY PUBLIC - KENTUCKY STATE AT LARGE	
My Comm. Expires Oct. 26, 2611	

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) -- Single Family--Freddie Mac UNIFORM INSTRUMENT

Form 5161 3/04 (page 5 of 6)

CoreLogic Document Services CoreLogic, Inc.

CLDS# ILFR5161-5 Rev. 02-24-11

ILLINOIS

1211010045 Page: 6 of 7

UNOFFICIAL COPY

6800067037

Though Our	
Mortgage Electronic Registration Systems, Inc.	-Mortgagee
State of	
County of DF2755	
This instrument was acknow tee ged before me on	(date) by
SHANAN OWEN as ASSISTANT SECRETAR	Y OF MERS
of U.S. Bank, IVA.	
0/	
Word Internal (Signature of Notary Public)	
(Seal)	
Q ₄	
7.	
'S'	
OFFICIAL SEAL OF),c_
WANDA GATEWOOD WANDA GATEWOOD WANDA GATEWOOD WANDA GATEWOOD WANDA GATEWOOD WANDAWAY PUBLIC - KENTUCKY	
NOTARY PUBLIC TURGE STATE AT LARGE 2011 V	(0)
11 /71 . comm the	
No Comment of the Com	

1211010045 Page: 7 of 7

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS:

PARCEL 1:

UNIT 412, IN THE CROSSINGS AT FRANKLIN STATION CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 1 IN THE CROSSINGS AT FRANKLIN STATION CONSOLIDATION, BEING A RESUBDIVISION OF THAT PART OF LOT 6 THROUGH 19 AND LOT D INCLUSIVE, LYING NORTHWESTERLY OF A LINE PERPENDICULAR TO FRANKLIN AVENUE COMMENCING 317.90 FEET SOUTHEASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 6, IN BLOCK 1 IN THE FIRST ADDITION TO FRANKLIN PARK, BEING A RESUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12,EAST OF THE THIRD PRINCIPAL MEXIDIAN, IN THE VILLAGE OF FRANKLIN PARK, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JUNE 30, 2005 AS DOCUMENT NO. 3518127119, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE ENTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE OF PARKING STACE NUMBER P-43, STORAGE SPACE NUMBERS S-11 AND PS-43, LIMITED COMMON ELEMENTS, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERE TO RECORDED AS DOCUMENT NO. 0518127119.