

**When recorded mail to: #6959128**

First American Title  
Loss Mitigation Title Services 12106.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: CONTRERAS - PROPERTY REPOR

This Document Prepared By:  
ANGELA PAYTON  
US BANK, NA  
4801 FREDERICA ST  
OWENSBORO, KY 42701  
(800) 365-7772

When Recorded Mail To:  
FIRST AMERICAN TITLE  
ATTN: LMTS  
P.O. BOX 27670  
SANTA ANA, CA 92799-7670

Tax/Parcel No. 13344210380000

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
Original Principal Amount: \$278,000.00      Freddie Mac Loan No.:428865224  
Unpaid Principal Amount: \$254,871.15      Loan No: 6003186454  
New Principal Amount \$295,626.67  
New Money (Cap): \$40,755.52

45296368

**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 MAY, 2012, between US BANK, NA ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301, and LUIS CONTRERAS, ("Borrower"), whose address is 1712 N KEYSTONE AVE, CHICAGO, IL 60639, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated NOVEMBER 2, 2004, in the original principal sum of U.S. \$278,000.00 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 DECEMBER 2, 2004 in INSTRUMENT NO. 0433714185 BOOK , AT PAGE(S), of the OFFICIAL Records of COOK COUNTY,

**UNOFFICIAL COPY**

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

**1712N KEYSTONE AVE, CHICAGO, ILLINOIS 60639**  
[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 **MAY 1, 2012**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$295,626.67**.
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 **5.0000%**, beginning **MAY 1, 2012**, both before and after any default described in the Note. The yearly rate of **5.0000%** 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. **\$1,425.50**, beginning on the **1ST** day of **JUNE, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 1, 2052**, (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 FEDERICA 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 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.

# UNOFFICIAL COPY

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.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

By Rachel Fulks (print name)  
Mortgage Document Officer (title)

5/23/12 Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

### LENDER ACKNOWLEDGMENT

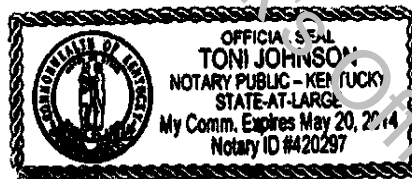
The State of Kentucky  
Daviess County

I, Toni Johnson, a notary \_\_\_\_\_ in and for said County in said State, hereby certify that Rachel Fulks whose name as mortgage document officer of the National Association, US Bank

\_\_\_\_\_ a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 23rd day of May, 2012.

Toni Johnson  
(Style of Officer) Toni Johnson



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In Witness Whereof, I have executed this Agreement.

[Signature] (Seal)  
Borrower  
LUIS CONTRERAS  
Date 5/15/12

\_\_\_\_ (Seal)  
Borrower  
\_\_\_\_  
Date

\_\_\_\_ (Seal)  
Borrower  
\_\_\_\_  
Date

\_\_\_\_ (Seal)  
Borrower  
\_\_\_\_  
Date

\_\_\_\_ (Seal)  
Borrower  
\_\_\_\_  
Date

\_\_\_\_ (Seal)  
Borrower  
\_\_\_\_  
Date

\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

**BORROWER ACKNOWLEDGMENT**

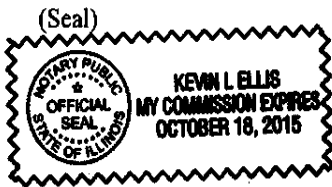
State of ILLINOIS

County of Cook

This instrument was acknowledged before me on May 14th, 2012 (date) by

LUIS CONTRERAS (name/s of person/s).

[Signature]  
Kevin L. Ellis (Signature of Notary Public)



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## EXHIBIT A

**BORROWER(S):** LUIS CONTRERAS,



**LOAN NUMBER:** 6003186454

**LEGAL DESCRIPTION:**

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT: THE NORTH 16 2/3 FEET OF LOT 29 AND THE SOUTH 16 1/3 OF LOT 30 IN BLOCK 23 IN GARFIELD, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 1712N KEYSTONE AVE, CHICAGO, ILLINOIS 60639

PARCEL # - 1334421038 0000

 CONTRERAS  
45296368  
IL  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT  


WHEN RECORDED, RETURN TO:  
FIRST AMERICAN MORTGAGE SERVICES  
100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING

Clerk's Office