

This Document Prepared By:
ANGELA PATTON
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301

When recorded mail to: #:6963511
First American Title
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: CABALLERO - PROPERTY REPORT

Tax/Parcel No. 13263120020000

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Original Principal Amount: \$210,000.00
Unpaid Principal Amount: \$183,215.32
New Principal Amount \$201,491.53
New Money (Cap): \$18,276.21

Freddie Mac Loan No.:970230788
Loan No: 7810322725

45717515

**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 14th day of AUGUST, 2012, between U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301, and JOSE D CABALLERO, AND FELISA CABALLERO, MARRIED TO EACH OTHER ("Borrower"), whose address is 2657 N. RIDGEWAY AVE, CHICAGO, ILLINOIS 60647, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated JUNE 9, 2003, in the original principal sum of U.S. \$210,000.00 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 14, 2003 in INSTRUMENT NO. 0319549278, of the OFFICIAL Records of COOK COUNTY, ILLINOIS. The

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

2657 N. RIDGEWAY AVE, CHICAGO, ILLINOIS 60647
[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 **AUGUST 1, 2012**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$201,491.53**.
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 **AUGUST 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. **\$971.59**, beginning on the **1ST** day of **SEPTEMBER, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 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 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 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.

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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

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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.

U.S. BANK N.A.

By Shana Owen (print name)
Mortgage Document Officer (title)

9-5-12 Date

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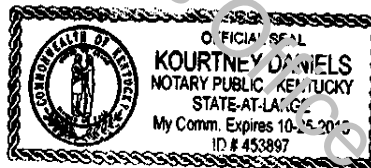
LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this SEPT 5, 2012
by SHANAN OWEN, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,
a authorized officer, on behalf of said entity.

Signature of Person Taking Acknowledgment Kourtney Daniels
Printed Name KOURTNEY DANIELS
Title or Rank NOTARY PUBLIC
Commission Expires on 10-25-15
Serial Number, if any 453897

THIS DOCUMENT WAS PREPARED BY:
ANGELA PAYTON
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301



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In Witness Whereof, I have executed this Agreement.

Jose D Caballero (Seal)
Borrower
JOSE D CABALLERO
8/26/12
Date

Felisa Caballero (Seal)
Borrower
FELISA CABALLERO
8/26/12
Date

Borrower (Seal)

Borrower (Seal)

Date

Date

Borrower (Seal)

Borrower (Seal)

Date

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

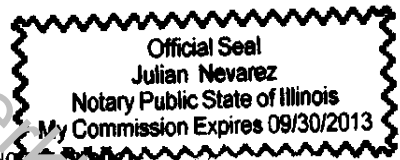
County of Cook

This instrument was acknowledged before me on 8/26/12 (date) by

JOSE D CABALLERO, FELISA CABALLERO (name/s of person/s).

Julian Nevarez
JULIAN NEVAREZ
(Seal)

(Signature of Notary Public)



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EXHIBIT A

BORROWER(S): JOSE D CABALLERO, AND FELISA CABALLERO, MARRIED TO EACH OTHER

LOAN NUMBER: 7810322725

LEGAL DESCRIPTION:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT: LOT 23 IN THE SUBDIVISION OF LOT 3 IN KIMBELL'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 2657 N. RIDGEWAY AVE, CHICAGO, ILLINOIS 60647

PARCEL # 132631200 2000

**CABALLERO
45717515
FIRST AMERICAN ELS
MODIFICATION AGREEMENT
IL**

*WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING*