


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

When received mail to: #7110301
First American Title 
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: FRANCESCHINA - PROPERTY REF

Tax/Parcel No. 28174070100000

[Space Above This Line for Recording Data]

Original Principal Amount: \$185,873.00

FHA/VA Case No.: 703 137-3263871

Unpaid Principal Amount: \$169,695.36

Loan No: 7810441803

New Principal Amount \$204,245.71

New Money (Cap): \$34,550.35

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 18TH day of OCTOBER, 2012, between WALTER L FRANCESCHINA A SINGLE MAN ("Borrower"), whose address is 15517 DUNCAN RD, OAK FOREST, ILLINOIS 60452 and U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JUNE 27, 2005 and recorded on JULY 14, 2005 in INSTRUMENT NO. 0519522061, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$185,873.00, 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
15517 DUNCAN RD, OAK FOREST, ILLINOIS 60452

the real property described is located in COOK COUNTY, ILLINOIS and being set forth as follows:

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

1. As of, **NOVEMBER 1, 2012** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$204,245.71**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$34,550.35** and other amounts capitalized, which is limited 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 Balance at the yearly rate of **4.0000%**, from **NOVEMBER 1, 2012**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$975.10**, beginning on the **1ST** day of **DECEMBER, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2042** (the "Maturity Date"), the 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 transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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 under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument 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 bankruptcy, 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.

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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.

Property of Cook County Clerk's Office

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In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By Jennifer Mattingly (print name)
Mortgage Document Officer (title)

11-13-12
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

STATE OF Ky
COUNTY OF Daviess

The foregoing instrument was acknowledged before me this 11-13-12
by JENNIFER MATTINGLY, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,
a National Banking Association on behalf of said entity.

Tracy Stewart
Notary Public

Printed Name: Tracy Stewart

My commission expires 10-25-15

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



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In Witness Whereof, I have executed this Agreement.

Walter L. Franceschina (Seal)

Borrower
WALTER L FRANCESCHINA

11-1-12
Date

Borrower (Seal)

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 11-01-12 (date) by

WALTER L FRANCESCHINA (name/s of person/s).

[Signature]
(Signature of Notary Public)

(Seal)



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EXHIBIT A

BORROWER(S): WALTER L FRANCESCHINA A SINGLE MAN

LOAN NUMBER: 7810441803

LEGAL DESCRIPTION:

SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT: LOT 396 IN WARREN J. PETERS SEVENTH ADDITION EL MORRO SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 60 ACRES OF THE SOUTHEAST 1/4 AND PART OF THE NORTH 60 ACRES OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 30, 1968, AS DOCUMENT NUMBER 2407763.

ALSO KNOWN AS: 15517 DUNCAN RD, OAK FOREST, ILLINOIS 60452

 **FRANCESCHINA**
46285810

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



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