

This Document Prepared By:  
ANGELA EVERLY  
U.S. BANK N.A.  
4801 FREDERICA ST  
OWENSBORO, KY 42301  
(800) 365 9999

~~White House Mortgage~~ #: 7350332  
First American Title  
Loss Mitigation Title Services 121061  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: MILTON - PROPERTY REPORT

Tax/Parcel No. 17081240351051

[Space Above This Line for Recording Data]

Original Principal Amount: \$225,000.00  
Unpaid Principal Amount: \$216,926.58  
New Principal Amount \$265,762.97  
New Money (Cap): \$48,836.39

Freddie Mac Loan No.: 440049660  
Loan No: 6800083550

40381545

**LOAN MODIFICATION AGREEMENT (MORTGAGE)**  
**(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 5TH day of NOVEMBER, 2012, between U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301, and TREVIS B MILTON, AND KELLY O'BRIEN, HUSBAND & WIFE ("Borrower"), whose address is 515N NOBLE ST 407, CHICAGO, ILLINOIS 60622, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated APRIL 20, 2007, in the original principal sum of U.S. \$225,000.00 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 APRIL 30, 2007 in INSTRUMENT NO. 0712005039, 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:

**515N NOBLE ST 407, CHICAGO, ILLINOIS 60622**  
[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 **NOVEMBER 1, 2012**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$265,762.97**.
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 **4.6250%**, beginning **NOVEMBER 1, 2012**, both before and after any default described in the Note. The yearly rate of **4.6250%** 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. **\$1,216.20**, 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, 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 40361** 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.

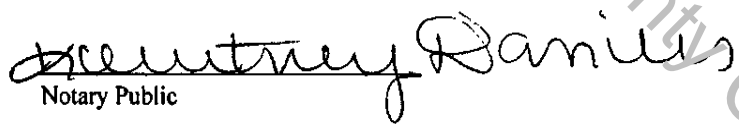
In Witness Whereof, the Lender have executed this Agreement.

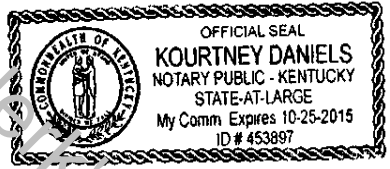
U.S. BANK N.A.  
  
 By Rachel Fulks (print name) \_\_\_\_\_ Date 12-24-12  
 Mortgage Document Officer (title)  
 \_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

### LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this DEC. 24, 2012  
 by RACHEL FULKS, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,  
 a NATIONAL BANKING ASSOCIATION, on behalf of said entity.

  
 Notary Public  
 Printed Name: Kourtney Daniels  
 My commission expires: 10-25-15



**THIS DOCUMENT WAS PREPARED BY:**  
**ANGELA EVERLY**  
 U.S. BANK N.A.  
 4801 FEDERICA ST  
 OWENSBORO, KY 42301

# UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

*Trevis B Milton* (Seal)  
Borrower  
**TREVIS B MILTON**  
11-15-12  
Date

*Kelly O'Brien* (Seal)  
Borrower  
**KELLY O'BRIEN**  
11-15-12  
Date

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

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

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

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

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

**BORROWER ACKNOWLEDGMENT**

State of **ILLINOIS**

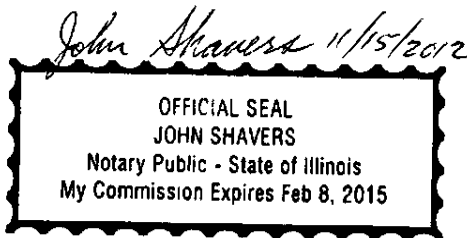
County of cook

This instrument was acknowledged before me on November 15, 2012 (date) by

**TREVIS B MILTON, KELLY O'BRIEN** (name/s of person/s).

*John Shavers* (Signature of Notary Public)

(Seal)



**UNOFFICIAL COPY****EXHIBIT A****BORROWER(S): TREVIS B MILTON, AND KELLY O'BRIEN, HUSBAND & WIFE****LOAN NUMBER: 6800083550****LEGAL DESCRIPTION:**

**PARCEL 1: UNIT 407 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN NOBLE STREET LOFTS CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 89500678, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 56, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 89500678, IN COOK COUNTY, ILLINOIS. PARCEL 1: UNIT 407 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN NOBLE STREET LOFTS CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 89500678, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 56, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 89500678, IN COOK COUNTY, ILLINOIS.**

**ALSO KNOWN AS: 515N NOBLE ST 407, CHICAGO, ILLINOIS 60622**

 MILTON  
46381545

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



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