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Doc#: 1307219024 Fee: \$50.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/13/2013 09:18 AM Pg: 1 of 7

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

When recorded mail to #3929995
First American Title
Loss Mitigation Title Services 2100.1
P.O. Box 27670
Santa Ana, CA 92799
RE: MCFADDEN - PROPERTY REPORT

Tax/Parcel No. 33312020010000

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$152,605.00 **FHA/VA Case No.: 703 137-3780215**
Unpaid Principal Amount: \$144,364.26 **MERS Min: 100021268001448584**
New Principal Amount \$151,484.35 **MERS Phone #: (888) 679-6377**
New Money (Cap): \$7,120.09

46581002

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **30TH** day of **OCTOBER, 2012**, between **JUANITA MCFADDEN, UNMARRIED WOMAN AND ANITA MCFADDEN, UNMARRIED WOMAN, NOT AS TENANTS IN COMMON, BUT AS JOINT TENANTS** ("Borrower"), whose address is **22316 MURPHY AVE, SAUK VILLAGE, ILLINOIS 60411** and **U.S. BANK N.A.** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301** and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **APRIL 4, 2008** and recorded on **MAY 13, 2008** in **INSTRUMENT NO. 0813433102, COOK COUNTY, ILLINOIS**, and (2) the Note, in the original principal amount of U.S. **\$152,605.00**, bearing the same date as, and secured by, the Security Instrument, which has been

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assigned MERS Registration No. **100021268001448584**, and MERS Registration Date **APRIL 8, 2008**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

22316 MURPHY AVE, SAUK VILLAGE, ILLINOIS 60411 the real property described is located in **COOK COUNTY, ILLINOIS** and being set forth as follows:

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. **\$151,484.35**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$7,120.09** 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 **4.1250%**, from **NOVEMBER 1, 2012**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$734.17**, 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.**

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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.
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.

[Signature]
By Rachel Fulks (print name)
Mortgage Document Officer (title)

11-29-12
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

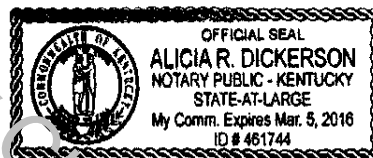
STATE OF Kentucky
COUNTY OF Daviess

The foregoing instrument was acknowledged before me this 29th day of November 2012
by RACHEL FULKS, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,
a national banking association on behalf of said entity.

[Signature]
Notary Public

Printed Name: Alicia R. Dickerson

My commission expires: March 5, 2016



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

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Mortgage Electronic Registration Systems, Inc.

Mortgagee

By *R Fulks*
Rachel Fulks

Assistant Secretary

11-29-12
Date

[Space Below This Line for Acknowledgments]

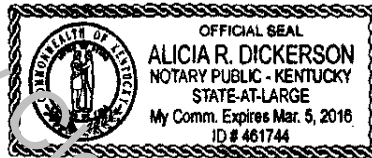
STATE OF Kentucky
COUNTY OF Daviess

The foregoing instrument was acknowledged before me this 29th Day of November 2012
by Rachel Fulks, the Assistant Secretary of Mortgage Electronics Registrations Systems, Inc., a
Delaware Corporation, on behalf of said entity.

Alicia R. Dickerson
Notary Public

Printed Name: Alicia R. Dickerson

My commission expires: March 5, 2016



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.

Juanita MCFadden (Seal)
Borrower
JUANITA MCFADDEN
11-12-12
Date

Anita MCFadden (Seal)
Borrower
ANITA MCFADDEN
11-12-12
Date

____ (Seal)
Borrower

____ (Seal)
Borrower

Date

Date

____ (Seal)
Borrower

____ (Seal)
Borrower

Date

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT
State of **ILLINOIS**

County of Cook

This instrument was acknowledged before me on 11/12/12 (date) by

JUANITA MCFADDEN, ANITA MCFADDEN (name/s of person/s).

Patricia A. Walter (Signature of Notary Public)

(Seal) PATRICIA A. WALTER



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EXHIBIT A

**BORROWER(S): JUANITA MCFADDEN, UNMARRIED WOMAN AND ANITA MCFADDEN,
UNMARRIED WOMAN, NOT AS TENANTS IN COMMON, BUT AS JOINT TENANTS**

LOAN NUMBER: 6800144858

LEGAL DESCRIPTION:

SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT: LOT 9419 IN INDIAN HILL SUBDIVISION UNIT NUMBER 9, BEING A SUBDIVISION OF THE EAST OF THE NORTHWEST OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHWEST OF THE NORTHEAST OF THE SECTION 31, TOWNSHIP 25 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 22316 MURPHY AVE, SAUK VILLAGE, ILLINOIS 60411

PARCEL # 3331202010000

 MCFADDEN
46581002

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FIRST AMERICAN ELS
MODIFICATION AGREEMENT



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