

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

When recorded mail to: #7889043
First American Title
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: KOVAL - PROPERTY REPORT

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

Tax/Parcel No. 02-11-109-025-0000
S: 11 B: 4 L: 25

[Space Above This Line for Recording Data]
Original Principal Amount: \$258,500.00
Unpaid Principal Amount: \$246,885.41
New Principal Amount \$252,813.26
New Money (Cap): \$5,927.85
Freddie Mac Loan No.:598833218
MERS Min: 100021278929590284
MERS Phone #: (888) 679-6377

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 28TH day of MAY, 2013, between U.S. BANK N.A. whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301 ("Lender") AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ("Mortgagee") (solely as nominee for Lender and Lender's successors and assigns), with a mailing address of P.O. Box 2026, Flint, Michigan 48501-2026, and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, Tel. (888) 679-MERS, and SERGEI KOVAL AND LARISA KOVAL, , HUSBAND & WIFE whose address is 97E GARDEN AVE, PALATINE, ILLINOIS 60067 ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated MARCH 15,

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2010, in the original principal sum of U.S. \$258,500.00 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 MARCH 24, 2010 in INSTRUMENT NO. 1008333246, of the OFFICIAL Records of COOK COUNTY, ILLINOIS. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

97E GARDEN AVE, PALATINE, ILLINOIS 60067
[Property Address]

the real property described being set forth as follows:

LOT 25 IN BLOCK 4 IN PEPPER TREE FARMS UNIT NO. 1 BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 JUNE 1, 2013, the amount payable under the Note and Security Instrument (the "New Principal Balance") is U.S. \$252,813.26. \$17,063.26 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$235,750.00.
2. **Interest Rate.** Borrower promises to pay the Interest Bearing Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.0000%, beginning JUNE 1, 2013, both before and after any default described in the Note. The yearly rate of 4.0000% 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. \$985.29, beginning on the 1ST day of JULY, 2013, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JUNE 1, 2053, (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.

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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.

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.
8. 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.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. 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, or 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS.

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In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By Jennifer Mattingly
Mortgage Document Officer

(print name)
(title)

7-1-13
Date

[Space Below This Line for Acknowledgments]

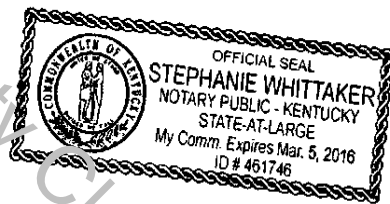
LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 7-1-13 by **JENNIFER MATTINGLY**, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**, a National banking association, on behalf of said corporation.


Notary Public



Printed Name: Stephanie Whittaker
My commission expires: 3-5-16

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

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Mortgage Electronic Registration Systems, Inc.

Mortgagee

[Handwritten Signature]

By
Jennifer Mattingly
Assistant Secretary

7-1-13
Date

[Space Below This Line for Acknowledgments]

STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 7-1-13
by **Jennifer Mattingly**, the Assistant Secretary of Mortgage Electronics Registrations Systems, Inc., a
Delaware Corporation, on behalf of said entity.

[Handwritten Signature]
Notary Public

Printed Name: Stephanie Whittaker

My commission expires: 3-5-16



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

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In Witness Whereof, I have executed this Agreement.

[Signature] (Seal)
Borrower
SERGEI KOVAL
06/19/13
Date

[Signature] (Seal)
Borrower
LARISA KOVAL
06/19/2013
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 19th of June 2013 (date) by

SERGEI KOVAL, LARISA KOVAL (name/s of person/s).

[Signature] (Signature of Notary Public)
(Seal)

