

# UNOFFICIAL COPY

Doc#: 1321457404 fee: \$60.00

Date: 08/07/2013 10:13 AM Pg. 1 of 7

Cook County Recorder of Deeds

\*RHSP:\$9.00 RPRF:\$1.00 FEES Applied

This Document Prepared By:

**LEAH R COLLINS**

**U.S. BANK N.A.**

**4801 FREDERICA ST**

**OWENSBORO, KY 42301**

~~Loan Modification #: 7561306~~

First American Title 

Loss Mitigation Title Services 12106.1

P.O. Box 27670

Santa Ana, CA 92799

RE: MENDOZA - PROPERTY REPORT

Tax/Parcel No. 12264260080000

[Space Above This Line for Recording Data]

Original Principal Amount: \$132,554.00

FHA\VA Case No.: 703 137-4715723

Unpaid Principal Amount: \$102,512.21

MERS Min: 1000212 6800228883 1

New Principal Amount \$102,512.21

MERS Phone #: (888) 679-6377

New Money (Cap): \$0.00

41317355

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **8TH** day of **FEBRUARY, 2013**, between **GLORIA MENDOZA UNMARRIED** ("Borrower"), whose address is **2421 FAYMOND AVE, RIVER GROVE, ILLINOIS 60171** 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 1, 2009** and recorded on **APRIL 15, 2009** in **INSTRUMENT NO. 0910549032, COOK COUNTY, ILLINOIS**, and (2) the Note, in the original principal amount of U.S. **\$132,554.00**, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. **1000212**

# UNOFFICIAL COPY

6800228883 1 and MERS Registration Date **APRIL 4, 2009**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **2421 HAYMOND AVE, RIVER GROVE, ILLINOIS 60171** 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 **MARCH 1, 2013** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$102,512.21**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$0.00** 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 **3.8750%**, from **MARCH 1, 2013**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$482.05**, beginning on the **1ST** day of **APRIL, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2043** (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.**

# UNOFFICIAL COPY

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

# UNOFFICIAL COPY

In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

*Shanan Owen*  
By **Shanan Owen** (print name)  
**Mortgage Document Officer** (title)

3/15/13  
Date

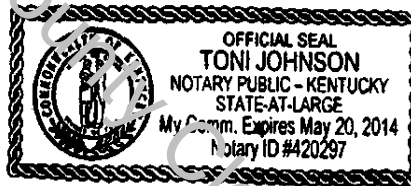
\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

### LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 3/15/13 by  
**SHANAN OWEN**, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**,  
a national banking assoc., on behalf of said entity.

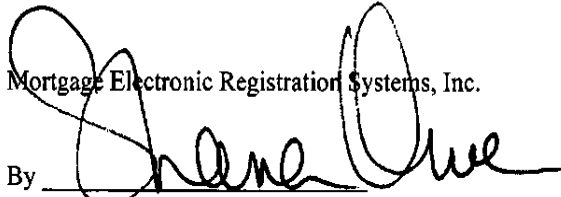
*Toni Johnson*  
Notary Public



Printed Name: Toni Johnson  
My commission expires: May 20, 2014

**THIS DOCUMENT WAS PREPARED BY:**  
**LEAH R COLLINS**  
**U.S. BANK N.A.**  
**4801 FREDERICA ST**  
**OWENSBORO, KY 42301**

# UNOFFICIAL COPY

Mortgage Electronic Registration Systems, Inc.  


Mortgagee

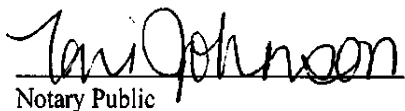
By Shanana Owen  
Shanana Owen  
Assistant Secretary

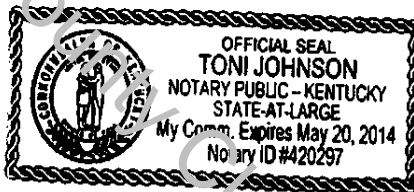
Date 3/15/13

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

STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 3/15/13  
by Shanana Owen, the Assistant Secretary of Mortgage Electronics Registrations Systems, Inc., a Delaware Corp., on behalf of said entity.

  
Notary Public



Printed Name: Toni Johnson

My commission expires: May 20, 2014

**THIS DOCUMENT WAS PREPARED BY:**  
**LEAH R COLLINS**  
**U.S. BANK N.A.**  
**4801 FREDERICA ST**  
**OWENSBORO, KY 42301**

# UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

*Gloria Mendoza* (Seal)  
 Borrower  
**GLORIA MENDOZA**  
2/22/13  
 Date

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

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

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

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

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

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

### BORROWER ACKNOWLEDGMENT

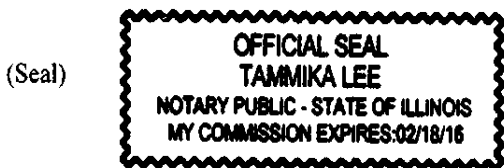
State of ILLINOIS

County of Cook

This instrument was acknowledged before me on February 22, 2013 (date) by

GLORIA MENDOZA (name/s of person/s).

*Tammika Lee*  
 \_\_\_\_\_ (Signature of Notary Public)



# UNOFFICIAL COPY

## EXHIBIT A

**BORROWER(S): GLORIA MENDOZA UNMARRIED**



**LOAN NUMBER: 6800228883**

**LEGAL DESCRIPTION:**

**THE SOUTH 40 FEET OF LOT 8 IN BLOCK 8, IN VOLK BROS. CHICAGO HOME GARDENS, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF GRAND AVENUE, IN COOK COUNTY, ILLINOIS. TAX ID: 12264260080000**

**ALSO KNOWN AS: 2421 HAYMOND AVE, RIVER GROVE, ILLINOIS 60171**

*WHEN RECORDED, RETURN TO:  
FIRST AMERICAN MORTGAGE SERVICES  
1100 SUPERIOR AVENUE, SUITE 100  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING*

 **MENDOZA**  
**47317355** **IL**  
**FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT** **7**  


Property of Cook County Clerk's Office