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FIRST AMERICAN TITLE INSURANCE CO.  
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CLEVELAND, OHIO 44114  
NATIONAL RECORDING

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

~~When recorded, mail to: #8515381~~  
First American Title  
Loss Mitigation Title Services 12100-1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: WYSZYNSKI - PROPERTY REPORT

Tax/Parcel No. 17223010701657

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Original Principal Amount: \$286,020.00  
Unpaid Principal Amount: \$279,303.76  
New Principal Amount \$367,672.00  
New Money (Cap): \$88,368.24

Freddie Mac Loan No.: 506681572  
Loan No: 6800144937

48040716

**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 2ND day of AUGUST, 2013, between U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301, and MIROSLAW WYSZYNSKI, A SINGLE PERSON ("Borrower"), whose address is 1720 S MICHIGAN AVE 2803, CHICAGO, ILLINOIS 60616, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated APRIL 1, 2008, in the original principal sum of U.S. \$286,020.00 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 3, 2008 in INSTRUMENT NO. 080941039, of the OFFICIAL Records of COOK COUNTY,

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**ILLINOIS.** The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

**1720 S MICHIGAN AVE 2803, CHICAGO, ILLINOIS 60616**  
[Property Address]

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

**SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE**

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 **AUGUST 1, 2013**, the amount payable under the Note and Security Instrument (the "New Principal Balance") is U.S. **\$367,672.00**. **\$110,301.60** 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 **\$257,370.40**.
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 **AUGUST 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. **\$1,075.65**, beginning on the **1ST** day of **SEPTEMBER, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 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.

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

# UNOFFICIAL COPY

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.

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In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

*Rachel Fulks*

By Rachel Fulks (print name)  
Mortgage Document Officer (title)

11/15/13 Date

[Space Below This Line for Acknowledgments]

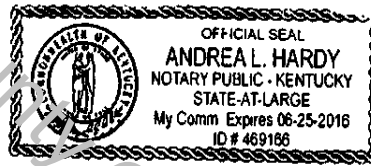
## LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 15th of Nov. 2013 by RACHEL FULKS, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a National Banking Association, on behalf of said national association.

*Andrea L Hardy*  
Notary Public



Printed Name: Andrea L Hardy  
My commission expires: 6/25/2016

**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.

Mirowski (Seal)  
Borrower

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

**MIROSLAW WYSZYNSKI**  
10-30-13  
Date

\_\_\_\_  
Date

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

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

\_\_\_\_  
Date

\_\_\_\_  
Date

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

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

\_\_\_\_  
Date

\_\_\_\_  
Date

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

**BORROWER ACKNOWLEDGMENT**  
State of **ILLINOIS**

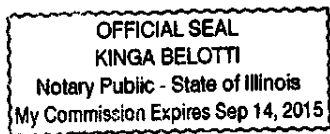
County of COOK

This instrument was acknowledged before me on 30th OCTOBER, 2013 (date) by

**MIROSLAW WYSZYNSKI** (name/s of person/s).

Kinga Belotti (Signature of Notary Public)

(Seal)



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## EXHIBIT A

**BORROWER(S): MIROSLAW WYSZYNSKI, A SINGLE PERSON**

**LOAN NUMBER: 6800144937**

**LEGAL DESCRIPTION:**

**UNIT 2803 AND P-235 IN THE 1720 S. MICHIGAN CONDOMINIUM, AS DELINEATED ON A SURVEY OF CERTAIN PARTS OF THE FOLLOWING DESCRIBED PARCELS; PARCEL 1: LOTS 14, 15, 16, 19, 23, AND 26 (EXCEPT THE NORTH 1.50 FEET THEREOF), IN S.N. DEXTER'S SUBDIVISION OF BLOCK 4 OF ASSESSOR'S DIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: LOT 1 IN COUNTY CLERK'S DIVISION OF LOTS 6, 7, 10 AND 11 OF S.N. DEXTER'S SUBDIVISION OF BLOCK 4 OF ASSESSOR'S DIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 3: LOT 22 IN DEXTER'S SUBDIVISION OF BLOCK 4 OF ASSESSOR'S DIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0723915003, AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.**

**ALSO KNOWN AS: 1720 S MICHIGAN AVE 2803, CHICAGO, ILLINOIS 60616**

**WYSZYNSKI  
48040216**

**IL**

**FIRST AMERICAN ELS  
MODIFICATION AGREEMENT**



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## EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **MIROSLAW WYSZYNSKI, A SINGLE PERSON** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR EQUITY MORTGAGE CORPORATION** for **\$286,020.00** and interest, dated **APRIL 1, 2008** and recorded on **APRIL 3, 2008** in **INSTRUMENT NO. 080941039**. Mortgage tax paid:

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR EQUITY MORTGAGE CORPORATION** (assignor), to **U.S. BANK, NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated and recorded on **NOVEMBER 18, 2010** in **INSTRUMENT NO. 1032212036**.