

This Document Prepared By:  
**SARAH HILLARD**  
U.S. BANK N.A.  
4801 FREDERICA ST  
OWENSBORO, KY 42301  
(800) 365-7772

~~When recorded call to #8220407-~~  
First American Title  
Loss Mitigation Title Services 12106.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: VALLE - PROPERTY REPORT

**Tax/Parcel No. 12253040380000**

[Space Above This Line for Recording Data]

**Original Principal Amount: \$180,667.00**

**FHA/VA Case No.: 703 137-4689407**

**Unpaid Principal Amount: \$139,128.91**

**MERS Min: 1000212 6850130168 9**

**New Principal Amount \$139,128.91**

**MERS Phone #: (888) 679-6377**

**New Money (Cap): \$0.00**

**48489606**

**LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement ("Agreement"), made this **9TH** day of **JANUARY, 2014**, between **DANIEL VALLE, AND LISA VALLE, HUSBAND AND WIFE, NOT AS TENANTS IN COMMON, NOT AS JOINT TENANTS, BUT AS TENANTS BY THE ENTIRETY** ("Borrower") whose address is **7725 W SUNSET DRIVE, ELMWOOD PARK, ILLINOIS 60707** and **U.S. BANK N.A.** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301**, AND **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** ("MERS") ("Mortgagee") (solely as a 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**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") and **Timely Payment Rewards Rider**, if any, dated **FEBRUARY 26, 2009** and recorded on **MARCH 17, 2009** in **INSTRUMENT NO. 0907657170**, of the **OFFICIAL** Records of **COOK COUNTY, ILLINOIS**, and (2) the **Note bearing the same date as**, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

**7725 W SUNSET DRIVE, ELMWOOD PARK, ILLINOIS 60707**

(Property Address)

the real property described being set forth as follows:

**LOT 18 IN BLOCK 34 IN WESTWOOD, BEING MILLS AND SONS' SUBDIVISION IN THE WEST 1/2 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

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

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, **JANUARY 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$139,128.91**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **4.5000%**, from **JANUARY 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **704.95**, beginning on the **1ST** day of **FEBRUARY, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.5000%** will remain in effect until principal and interest are paid in full. If on **JANUARY 1, 2044** (the "Maturity Date"), 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 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 delivered or mailed 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 the Security Instrument without further notice or demand on Borrower.

4. 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; however, the following terms and provisions are forever canceled, 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

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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.**
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.

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In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

*Rachel Fulks*

3/21/14 Date

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

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

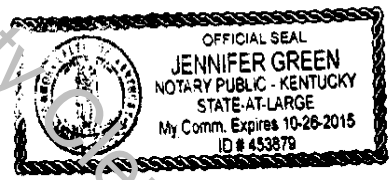
### LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY  
COUNTY OF DAVIES

The foregoing instrument was acknowledged before me this March 21, 2014 by  
RACHEL FULKS, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,  
a National Banking Association, on behalf of said national association.

*Jennifer Green*  
Notary Public

Printed Name: Jennifer Green  
My commission expires: 10/26/15



# UNOFFICIAL COPY

Mortgage Electronic Registration Systems, Inc.

Mortgagee

By *Rachel Fulks*  
Rachel Fulks  
Assistant Secretary

Date 3/21/14

[Space Below This Line for Acknowledgments]

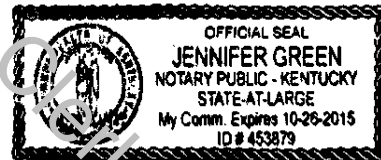
STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this March 21, 2014  
by Rachel Fulks, the Assistant Secretary of Mortgage Electronics Registrations Systems, Inc., a  
Delaware Corporation, on behalf of said entity.

*Jennifer Green*  
Notary Public

Printed Name: Jennifer Green

My commission expires: 10/26/15



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

# UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

Daniel Valle (Seal)

Borrower  
DANIEL VALLE

01-28-2014

Date

\_\_\_\_ (Seal)

Borrower

Date

\_\_\_\_ (Seal)

Borrower

Date

Lisa Valle (Seal)

Borrower  
LISA VALLE

01-28-2014

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 01-28-2014 (date) by

DANIEL VALLE, LISA VALLE (name/s of person/s acknowledged).

[Signature]

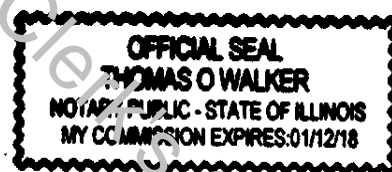
Notary Public

(Seal)

Printed Name: Thomas O Walker

My Commission expires:

01-12-2018



# UNOFFICIAL COPY

## EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by DANIEL VALLE, AND LISA VALLE, HUSBAND AND WIFE, NOT AS TENANTS IN COMMON, NOT AS JOINT TENANTS, BUT AS TENANTS BY THE ENTIRETY to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR FIRST CENTENNIAL MORTGAGE CORPORATION, AN ILLINOIS CORPORATION for \$180,667.00 and interest, dated FEBRUARY 26, 2009 and recorded on MARCH 17, 2009 in INSTRUMENT NO. 0907657170. Mortgage tax paid:

This mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR FIRST CENTENNIAL MORTGAGE CORPORATION, AN ILLINOIS CORPORATION (assignor), to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR U.S. BANK NATIONAL ASSOCIATION (assignee), by assignment of mortgage dated JANUARY 9, 2011 and recorded on \_\_\_\_\_ in INSTRUMENT NO. \_\_\_\_\_ BOOK TO BE RECORDED CONCURRENTLY.

VALLE  
48489606

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



IL

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING