

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

When recorded mail #: **8124118**
First American Title
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: XIAO - PROPERTY REPORT

Tax/Parcel No. **13142050371036**

[Space Above This Line for Recording Data]

Original Principal Amount: **\$225,834.00**

FHA/VA Case No.: **734 137-5643815**

Unpaid Principal Amount: **\$171,957.41**

MERS Min: **100021278929560295**

New Principal Amount **\$171,957.41**

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

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

48634449

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **25TH** day of **JANUARY, 2014**, between **KAREN XIAO, (UNMARRIED)** ("Borrower") whose address is **3253W LAWRENCE AVE #3D, CHICAGO, ILLINOIS 60625** 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 **MARCH 25, 2010** and recorded on **APRIL 2, 2010** in **INSTRUMENT NO. 1009241042**, 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

3253W LAWRENCE AVE #3D, CHICAGO, ILLINOIS 60625

(Property Address)

the real property described being set forth as follows:

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

UNOFFICIAL COPY

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. **\$171,957.41**, 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 **4.3750%**, from **JANUARY 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 858.56**, 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 **4.3750%** 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.
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

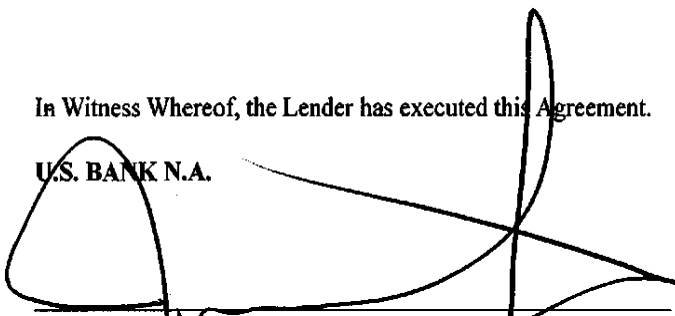
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound 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 has executed this Agreement.

U.S. BANK N.A.



4-8-14

By Jennifer Mattingly (print name)
Mortgage Document Officer (title)

Date

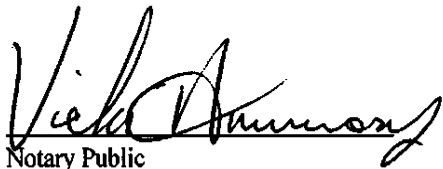
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LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

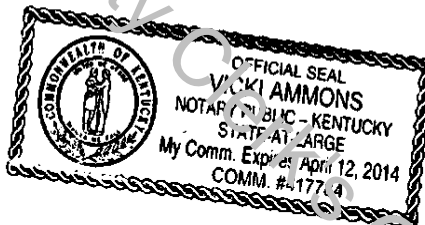
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 4-8-14 by JENNIFER MATTINGLY, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a National Banking Association on behalf of said national association.



Notary Public

Printed Name: Vicki Ammons
My commission expires: 4-12-14



UNOFFICIAL COPY

Mortgage Electronic Registration Systems, Inc.

Mortgagee

By [Signature]
Jennifer Mattingly
Assistant Secretary

4-5-14
Date

_____ [Space Below This Line for Acknowledgments] _____

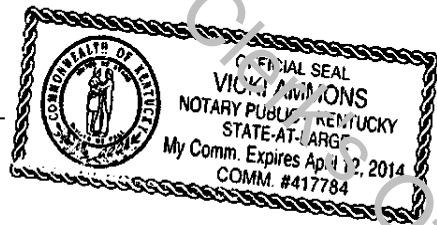
STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 4-8-14
by Jennifer Mattingly, the Assistant Secretary of Mortgage Electronics Registrations Systems, Inc., a
Delaware Corporation, on behalf of said entity.

[Signature]
Notary Public

Printed Name: Vicki Ammons

My commission expires: 4-12-14



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

UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

[Signature] (Seal)

Borrower

KAREN XIAO
2/22/2014

Date

____ (Seal)

Borrower

Date

____ (Seal)

Borrower

Date

____ (Seal)

Borrower

Date

____ (Seal)

Borrower

Date

____ (Seal)

Borrower

Date

____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

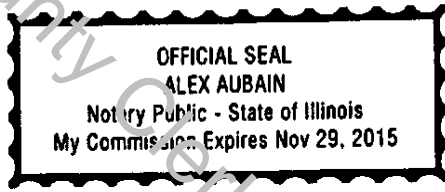
County of COOK

This instrument was acknowledged before me on 2/22/2014 (date) by

KAREN XIAO (name/s of person/s acknowledged).

[Signature]
Notary Public

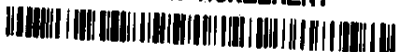
(Seal)
Printed Name: Alex Aubain



My Commission expires:
11-29-2014

UNOFFICIAL COPY**EXHIBIT A****BORROWER(S): KAREN XIAO, (UNMARRIED)****LOAN NUMBER: 7892956029****LEGAL DESCRIPTION:**

PARCEL 1: UNIT 3253-3D IN THE LAWRENCE SPAULDING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 8, 9 AND 10 IN BLOCK 15 IN NORTH WEST LAND ASSOCIATION SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 114 (EXCEPT THE SOUTH 665.6 FEET THEREOF AND EXCEPT THE NORTHWESTERN ELEVATED RAILROAD YARDS AND RIGHT OF WAY) OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0724115111; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS. PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE 3253.3D-, A LIMITED COMMON ELEMENT, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, RECORDED AS DOCUMENT 0724115111 (A) THE TENANT OF UNIT 3253-3D HAS WAIVED OR HAS FAILED TO EXERCISE THE RIGHT OF FIRST REFUSAL; (B) THE TENANT OF THE UNIT HAD NO RIGHT OF FIRST REFUSAL; OR (C) THE PURCHASER OF THE UNIT WAS THE TENANT OF THE UNIT PRIOR TO THE CONVERSION OF THE BUILDING TO A CONDOMINIUM."GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN. THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN."

ALSO KNOWN AS: 3253W LAWRENCE AVE #3D, CHICAGO, ILLINOIS 60625**XIAO****48634449****IL****FIRST AMERICAN ELS
MODIFICATION AGREEMENT**

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