

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

~~When recorded mail to: #8019070~~
First American Title
Loss Mitigation Title Services 12070 1
P.O. Box 27670
Santa Ana, CA 92799
RE: MARTINEZ - PROPERTY REPORT

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

Tax/Parcel No. 16042200360000

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Original Principal Amount: \$127,991.00

FHA/VA Case No.: 703 137-1252223

Unpaid Principal Amount: \$115,264.83

Loan No: 7884081002

New Principal Amount \$115,264.83

New Money (Cap): \$0.00

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 5TH day of MARCH, 2014, between SONIA MARTINEZ AND VILMA ORTIZ, AND ALBERTO ORTIZ, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY FOREVER ("Borrower") whose address is 4910 W CRYSTAL ST, CHICAGO, ILLINOIS 60651 and U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated AUGUST 31, 2001 and recorded on SEPTEMBER 24, 2001 in INSTRUMENT NO. 0010890126, 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

4910 W CRYSTAL ST, CHICAGO, ILLINOIS 60651

(Property Address)

the real property described being set forth as follows:

LOT 42 (EXCEPT THE EAST 12.5 FEET THEREOF) AND ALL OF LOT 43 IN THE NORTH 48TH AVENUE ADDITION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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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, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$115,264.83**, 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 **4.1250%**, from **MARCH 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 558.63**, beginning on the **1ST** day of **APRIL, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.1250%** will remain in effect until principal and interest are paid in full. If on **MARCH 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.**

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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.

 MARTINEZ
48713049

IL


FIRST AMERICAN ELS
MODIFICATION AGREEMENT



Property of Cook County Clerk's Office

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In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.


5-13-2014
Date

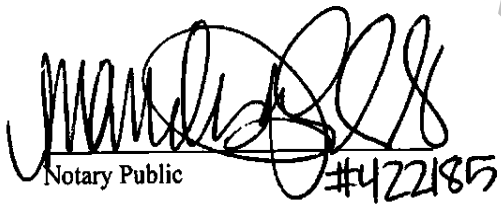
By **Jennifer Mattingly** (print name)
Mortgage Document Officer (title)

[Space Below This Line for Acknowledgments]

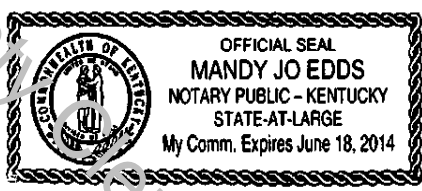
LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY
COUNTY OF DAVLESS

The foregoing instrument was acknowledged before me this 13th day of May 2014 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 #422185

Printed Name: Mandy Jo Edds
My commission expires: 6-18-2014



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In Witness Whereof, I have executed this Agreement.

Sonia Martinez (Seal)
Borrower
SONIA MARTINEZ

3/11/14
Date

Albert Ortiz (Seal)
Borrower
ALBERTO ORTIZ

3/11/14
Date

Borrower (Seal)

Date

Vilma Ortiz (Seal)
Borrower
VILMA ORTIZ

3/11/14
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 March 11th 2014 (date) by

SONIA MARTINEZ, VILMA ORTIZ, ALBERTO ORTIZ (name/s of person/s acknowledged).

Luis Castillo
Notary Public

(Seal)
Printed Name: Luis Castillo

My Commission expires: 09/06/16

