

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

When received mail to: #8651497  
First American Title  
Loss Mitigation Title Services 12106.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: MARSH III - PROPERTY REPORT

Tax/Parcel No. 15221060100000

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Original Principal Amount: \$157,000.00

FHA/VA Case No.: 703 137-6941774

Unpaid Principal Amount: \$152,329.70

Loan No: 9902769043

New Principal Amount \$152,329.70

New Money (Cap): \$0.00

49163795

**LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement ("Agreement"), made this 11TH day of JULY, 2014, between GRADON WESLEY MARSH III, AND DELORES MARSH, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY ("Borrower") whose address is 2251 S 19TH AVENUE, BROADVIEW, ILLINOIS 60155 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 OCTOBER 3, 2012 and recorded on OCTOBER 5, 2012 in INSTRUMENT NO. 1227957106, 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

2251 S 19TH AVENUE, BROADVIEW, ILLINOIS 60155

(Property Address)

the real property described being set forth as follows:

**LOT 31 IN BROADVIEW GARDENS, BEING A SUBDIVISION OF LOTS 28, 29, 68, 69, 76 AND 77 IN BROADVIEW, A SUBDIVISION OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

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

# 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, **JULY 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$152,329.70**, 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 **4.0000%**, from **JULY 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 727.25**, beginning on the **1ST** day of **AUGUST, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.0000%** will remain in effect until principal and interest are paid in full. If on **JULY 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, imponds, 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.

 **MARSH III**  
**49163795**  
**FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT**  


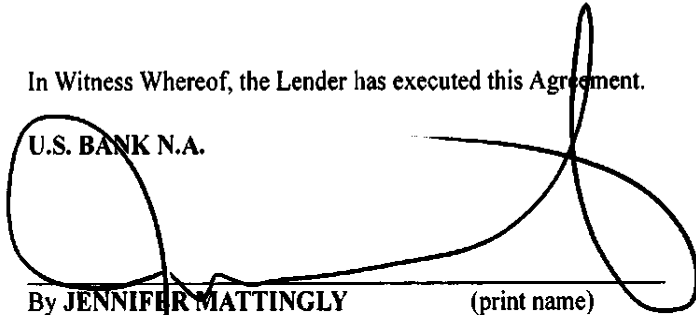
**IL**

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

# UNOFFICIAL COPY

In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.



7-30-2014  
Date

By **JENNIFER MATTINGLY** (print name)  
**Mortgage Document Officer** (title)

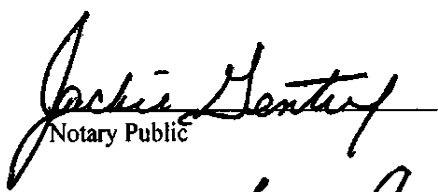
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[Space Below This Line for Acknowledgments]

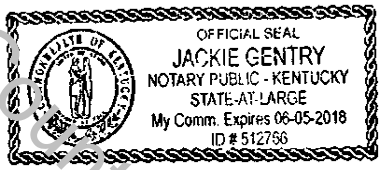
### LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 7-30-2014 by **JENNIFER MATTINGLY**, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**, a National Banking Assoc., on behalf of said national association.

  
Notary Public



Printed Name: Jackie Gentry  
My commission expires: 6-5-2018

# UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

*Gradon Wesley Marsh III*  
Borrower

GRADON WESLEY MARSH III

Date 7/25/14

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

Borrower

\_\_\_\_\_  
Date

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

Borrower

\_\_\_\_\_  
Date

*DeLores Marsh*  
Borrower

DELORES MARSH

Date 7-25-14

\_\_\_\_\_  
(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 7-25-14 (date) by

GRADON WESLEY MARSH III, DELORES MARSH (name/s of person/s acknowledged).

*Makeisha L Hardy*  
Notary Public

(Seal)

Printed Name: MAKEESHA L-HARDY

My Commission expires: 6/28/2015



# UNOFFICIAL COPY

## EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **GRADON WESLEY MARSH III, AND DELORES MARSH, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. SOLELY AS NOMINEE FOR DRAPER AND KRAMER MORTGAGE CORP DBA 1ST ADVANTAGE MORTGAGE** for \$157,000.00 and interest, dated **OCTOBER 3, 2012** and recorded on **OCTOBER 5, 2012** in **INSTRUMENT NO. 1227957106**. Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. SOLELY AS NOMINEE FOR DRAPER AND KRAMER MORTGAGE CORP DBA 1ST ADVANTAGE MORTGAGE** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated and recorded on **SEPTEMBER 5, 2013** in **INSTRUMENT NO. 1324857871**.