

This Document Prepared By:
DENEDA SMITH
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 363-7772

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: LMTS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Tax/Parcel No. 29113110590000

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Original Principal Amount: \$147,682.00 **FHA/VA Case No.:703 137-316774**
Unpaid Principal Amount: \$124,294.34 **Loan No: 6003192188**
New Principal Amount \$124,294.34
New Money (Cap): \$0.00

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 28TH day of AUGUST, 2014, between **HOWARD B WILLIAMS AND SHIRLEY WILLIAMS HUSBAND & WIFE, NOT AS JOINT TENANTS OR AS TENANTS IN COMMON, BUT IN TENANCY BY THE ENTIRETY** ("Borrower") whose address is **1120E 152ND STREET, DOLTON, ILLINOIS 60419** 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 **FEBRUARY 9, 2005** and recorded on **FEBRUARY 23, 2005** in **INSTRUMENT NO. 0505435348**, 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

1120E 152ND STREET, DOLTON, ILLINOIS 60419
(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, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

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1. As of, **JULY 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$124,294.34**, 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 **4.6250%**, from **JULY 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 639.05**, 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 **4.6250%** 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, 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.

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.

Rachel Fulks

By **RACHEL FULKS** (print name)
Mortgage Document Officer (title)

9/16/14 Date

[Space Below This Line for Acknowledgments]

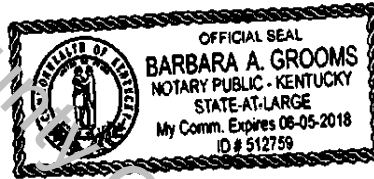
LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIES

The foregoing instrument was acknowledged before me this 9/16/14 by **RACHEL FULKS**, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**,
Barbara A. Grooms on behalf of said national association.

Barbara A. Grooms
Notary Public



Barbara A. Grooms
My commission expires: 6-5-18

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In Witness Whereof, I have executed this Agreement.

Howard B. Williams (Seal)
Borrower
HOWARD B WILLIAMS
9/2/2014
Date

Shirley Williams (Seal)
Borrower
SHIRLEY WILLIAMS
9-2-2014
Date

Borrower (Seal)

Borrower (Seal)

Date

Date

Borrower (Seal)

Borrower (Seal)

Date

Date

[Space Below This Line for Acknowledgments]

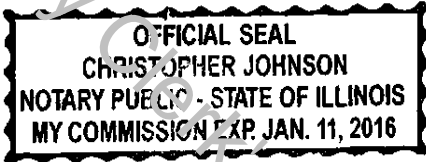
BORROWER ACKNOWLEDGMENT
State of ILLINOIS

County of Cook

This instrument was acknowledged before me on September 2, 2014 (Date) by

HOWARD B WILLIAMS, SHIRLEY WILLIAMS (name/s of person/s acknowledged).

Christopher Johnson
Notary Public
(Seal)
Printed Name: Christopher Johnson



My Commission expires:
01-11-2016

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EXHIBIT A

BORROWER(S): HOWARD B WILLIAMS AND SHIRLEY WILLIAMS, HUSBAND & WIFE, NOT AS JOINT TENANTS OR AS TENANTS IN COMMON, BUT IN TENANCY BY THE ENTIRETY

LOAN NUMBER: 6003192188

LEGAL DESCRIPTION:

LOT 24 (EXCEPT THE WEST 2.0 FEET THEREOF) AND LOT 25 IN BLOCK 5 TOGETHER WITH THE SOUTH 1/2 OF THE HERETOFORE VACATED 16 FEET EAST AND WEST ALLEY LYING EAST OF THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE WEST 2.0 FEET OF SAID LOT 24 ALL IN COLUMET TERRACE A SUBDIVISION OF LOTS 2 TO 8 BOTH INCLUSIVE IN A SUBDIVISION OF THE NORTH 515.10 FEET OF THE WEST 340.89 FEET OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST 1064.5 FEET OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RAILROAD EXCEPTING THEREFROM THE WEST 75 FEET OF THE NORTH 290.4 FEET THEREOF ACCORDING TO THE PLAT OF SAID CALUMET TERRACE REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 28, 1925 AS DOCUMENT NUMBER 270260. SUBJECT TO EASEMENTS, COVENANTS, RESTRICTIONS AND CONDITIONS OF RECORD.

ALSO KNOWN AS: 1120E 152ND STREET, DOLTON, ILLINOIS 60419

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EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **HOWARD B WILLIAMS AND SHIRLEY WILLIAMS, HUSBAND & WIFE, NOT AS JOINT TENANTS OR AS TENANTS IN COMMON, BUT IN TENANCY BY THE ENTIRETY** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR SECURITY MORTGAGE, INC.** for \$147,682.00 and interest, dated **FEBRUARY 9, 2005** and recorded on **FEBRUARY 23, 2005** in **INSTRUMENT NO. 0505435348**. Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR SECURITY MORTGAGE, INC.** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated and recorded on **OCTOBER 8, 2013** in **INSTRUMENT NO. 1328108090**.

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Loan No. **6003192188**
Investor Loan No. **703 137-316774**

MODIFICATION BANKRUPTCY RIDER

THIS MODIFICATION BANKRUPTCY RIDER, effective **AUGUST 28, 2014**, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by **HOWARD B WILLIAMS AND SHIRLEY WILLIAMS, HUSBAND & WIFE, NOT AS JOINT TENANTS OR AS TENANTS IN COMMON, BUT IN TENANCY BY THE ENTIRETY** (the "Borrower") and **U.S. BANK N.A.** (the "Lender") covering the Property described in the Loan Modification Agreement and located at **1120E 152ND STREET, POLTON, ILLINOIS 60419**.

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and the Lender covenant and agree as follows:

Borrower represents that Borrower was discharged in a Chapter 13 bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Borrower and lender acknowledge and agree that the Loan Modification Agreement does not affect the discharge of the Borrower's personal liability on the debt.

 _____ (Seal) HOWARD B WILLIAMS -Borrower	 _____ (Seal) SHIRLEY WILLIAMS -Borrower
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_____ (Seal) -Borrower	_____ (Seal) -Borrower
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_____ (Seal) -Borrower	_____ (Seal) -Borrower
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