

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

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

Tax/Parcel No. 13342010270000

[Space Above This Line for Recording Data]

Original Principal Amount: \$255,983.00

FHA/VA Case No.: 703 137-3726214

Unpaid Principal Amount: \$255,381.13

Loan No: 6800119299

New Principal Amount \$206,092.04

New Money (Cap): \$27,325.25

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **20TH** day of **NOVEMBER, 2014**, between **RICARDO JUAREZ, AN UNMARRIED MAN** ("Borrower") whose address is **2334 N KILDARE AVE, CHICAGO, ILLINOIS 60639** 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 25, 2007** and recorded on **NOVEMBER 30, 2007** in **INSTRUMENT NO. 0733454021**, 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

2334 N KILDARE AVE, CHICAGO, ILLINOIS 60639

(Property Address)

the real property described being set forth as follows:

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

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, **DECEMBER 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$206,092.04**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$27,325.25** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
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 **DECEMBER 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,028.99**, beginning on the **1ST** day of **JANUARY, 2015**, 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 **DECEMBER 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 1(c), 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.

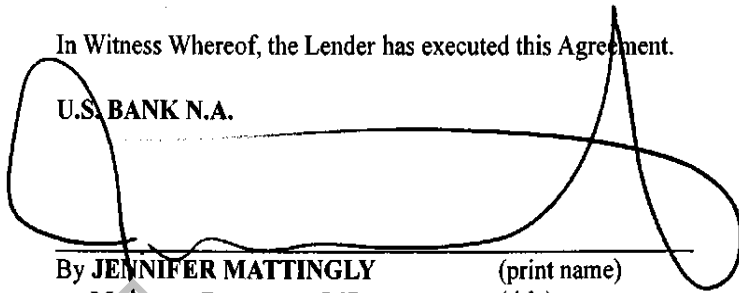
UNOFFICIAL COPY

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.

UNOFFICIAL COPY

In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.



12-4-14

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

Date

[Space Below This Line for Acknowledgments]

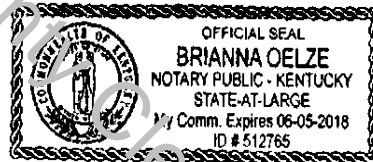
LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this December 4, 2014 by **JENNIFER MATTINGLY**, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**, a National Banking Assoc, on behalf of said national association.

Brianna Oelze
Notary Public



Printed Name: Brianna Oelze
My commission expires: 06-05-2018

UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

Ricardo Juarez
Borrower: **RICARDO JUAREZ**

11-25-14
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

_____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of Cook

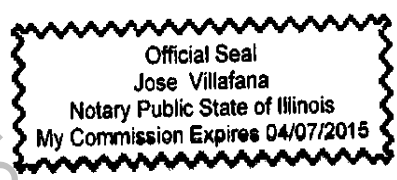
This instrument was acknowledged before me on 11-25-2014 (date) by

RICARDO JUAREZ (name/s of person/s acknowledged).

[Signature]
Notary Public

(Seal)
Printed Name: Jose Villafana

My Commission expires: 4-7-15



UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): RICARDO JUAREZ, AN UNMARRIED MAN

LOAN NUMBER: 6800119299

LEGAL DESCRIPTION:

LOT 3 IN BLUM'S SUBDIVISION OF LOTS 506 TO 517 BOTH INCLUSIVE IN SAN BROWN JR'S FULLERTON AVENUE SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. SUBJECT TO: COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD, PRIVATE, PUBLIC AND UTILITY EASEMENTS AND ROADS AND HIGHWAYS.

ALSO KNOWN AS: 2334 N KILDARE AVE, CHICAGO, ILLINOIS 60639

UNOFFICIAL COPY

EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **RICARDO JUAREZ, AN UNMARRIED MAN** to **FIRST SUBURBAN MORTGAGE CORPORATION** for **\$255,983.00** and interest, dated **OCTOBER 25, 2007** and recorded on **NOVEMBER 30, 2007** in **INSTRUMENT NO. 0733454021**. Mortgage tax paid: \$

This mortgage was assigned from **FIRST SUBURBAN MORTGAGE CORPORATION** (assignor), to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC** (assignee), by assignment of mortgage dated and recorded on **NOVEMBER 30, 2007** in **INSTRUMENT NO. 0733454022**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated and recorded on **AUGUST 12, 2014** in **INSTRUMENT NO. 1422516061**.