When recorded mail to: #:9656680

First American Title Loss Mitigation Title Services 12106.1 P.O. Box 27670 Santa Ana, CA 92799 RE: VIL ASENOR - MOD REC SVC

This Doct me at Prepared By: AMANDA (TO)RM U.S. BANK N./.. 4801 FREDERICA ST OWENSBORO, KY 47.301 (800) 365-7772

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

Tax/Parcel No. 15041150330000

Loan No: 7810420707

Original Principal Amount: \$151,000.00 Unpaid Principal Amount: \$89,307.61 New Principal Amount \$105,228.05

New Money (Cap): \$15,920.44

### LOAN MODIFICATION AGREEMENT (MORTGAGE) (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROW ER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 20TH day of JANUARY, 2015, between U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301, and ANTONIO VILLASENOR, AN UNMARRIED MAN ("Borrower"), whose address is 1728 NORTH 33RD AVE, STONE PARK, ILLINOIS 60165, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated OCTOBER 13, 2004, in the original principal sum of U.S. \$151,000.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, the Note bearing the same date as and recorded on OCTOBER 25, 2004 in INSTRUMENT NO. 0429926056, of the OFFICIAL Records of

WD12106.1 7810420707

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 01162015\_57

1509357052 Page: 2 of 8

### **UNOFFICIAL COPY**

COOK COUNTY, ILLINOIS. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

#### 1728 NORTH 33RD AVE, STONE PARK, ILLINOIS 60165 [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, Lender and Borrower agree as follows (notwith-standing anything to the contrary contained in the Note and Security Instrument):

- 1. <u>Cv.ten' Balance</u>. As of OCTOBER 1, 2014, the amount payable under the Note and Security Instrument the "Unpaid Principal Balance") is U.S. \$105,228.05.
- 2. <u>Interest Rate</u>. Sorrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest viii be charged on the Unpaid Principal Balance at the yearly rate of 4.6250%, beginning OCTObe 7. 1, 2014, both before and after any default described in the Note. The yearly rate of 4.6250% will remain 1) effect until principal and interest is paid in full.
- 3. Monthly Payments and Materia. Date. Borrower promises to make monthly payments of principal and interest of U.S. \$481.55, peginning on the 1ST day of NOVEMBER, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on OCTOBER 1, 2054, (the "Maturity I ate"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this windification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- 4. Place of Payment. Borrower must make the monthly 7.4 ments at 4801 FREDERICA ST, OWENSBORO, KY 42.31 or such other place as Lender may require.
- 5. Partial Payments. Borrower may make a full prepayment or paths, prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due cates or the amount of the monthly payments unless Lender agrees in writing to those changes.
- 6. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 01162015\_57

WD12106.1 7810420707

1509357052 Page: 3 of 8

## **UNOFFICIAL COPY**

invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 7. Compliance with Covenants. 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.
- 8. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or Agr. be bon.

  COOK COUNTY CLOTH'S OFFICE in part of the Note and Security Instrument. Except where 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.

1509357052 Page: 4 of 8

# **UNOFFICIAL COPY**

In Witness Whereof, I have executed this Agreement.	2/21/15
Borrower: ANTONIO VILLASENOR	Date
Borrower:	Date
Borrover:	Date
Borrower [Space Below This Line for Acknowledgmen	Date ots]
BORROWER ACK'C WLEDGMENT State of ILLINOIS	
County of DUPAGE	
This instrument was acknowledged before me on February	21, 2015 (date) by
ANTONIO VILLASENOR (name/s of persons/s acknowledged).	
Mani Villaseen	
Notary Public (Seal)	
	FICIAL SEAL
June 13:2017 8 HOTARYHI	II VILLASENOR BLIC - STATE OF ILLINOIS CSION EXPIRES:06/13/17
	76
	Office
	Co

1509357052 Page: 5 of 8

# **UNOFFICIAL COPY**

In Witness Wherepf, the Lender have executed this Agreement.
U.S. BANKN.A.  By SHANAN OWEN (print name)  Q.Q.6.15  Date
Mortgage Document Officer (title)  [Space Below This Line for Acknowledgments]
LEN'JER ACKNOWLEDGMENT STATE OF KENTUCKY
The foregoing instrument was acknowledged before me this
SHANAN OWEN, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.
Lawrence Hoors

My commission expires: 6 · 5



1509357052 Page: 6 of 8

## **UNOFFICIAL COPY**

#### **EXHIBIT A**

BORROWER(S): ANTONIO VILLASENOR, AN UNMARRIED MAN

LOAN NUMBER: 7810420707

LEGAL DESCRIPTION:

LOTS MINE (9) AND TEN (10) IN BLOCK ELEVEN (11) IN H. O. STONE AND COMPANY'S WORLDS FAIR ADDITION A SUBDIVISION OF PART OF SECTION FOUR (4), TOWNSHIP THIRTY NUME (39) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, LVING NORTH AND SOUTH OF INDIAN BOUNDARY LINE, ACCORDING TO PLAT THEREOF RECURDED AS DOCUMENT 10262949, IN COOK COUNTY, ILLINOIS. SUBJECT TO: COVENANTS, COMPITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD;

ALSO KNOWN AS: 1728 NORTH 33RD AVE, STONE PARK, ILLINOIS 60165

ΙL

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

MODIFICATION AGREEMENT

MINIMUM MI

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 01162015\_57

First American Mortgage Services

Page 6

WD12106.1 7810420707

1509357052 Page: 7 of 8

## **UNOFFICIAL COPY**

#### EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by ANTONIO VILLASENOR, AN UNMARRIED MAN to U. S. LENDING GROUP, INC for \$151,000.00 and interest, dated OCTOBER 13, 2004 and recorded on OCTOBER 25, 2004 in INSTRUMENT NO. 0429926056. Mortgage tax paid: \$

This mortgage was assigned from U.S. LENDING GROUP, INC (assignor), to U.S. BANK N.A. (assignee), by assignment of mortgage dated and recorded on OCTOBER 25, 2004 in INSTRUMENT NO. 0429926183.

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 01162015\_57

First American Mortgage Services

Page 7

1509357052 Page: 8 of 8

### **UNOFFICIAL COPY**

#### Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between U.S. BANK N.A. (the "Lender") and ANTONIO VILLASENOR, AN UNMARRIED MAN (the "Borrower") dated JANUARY 26, 2015 (the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbeat not. From presently exercising its rights and pursuing its remedies under the Security Instrument as a result of its obligations thereunder. Nothing herein shall be construed to be an attempt to coiled against the Borrower personally or an attempt to revive personal liability.

I made	
Dender Signature By:	Date
Title:	,
Contone Villary or	2/21/15
Borrower: ANTONIO VILLASENOR	Date
Borrower:	Date