

UNOFFICIAL COPY

Doc#: 1523908301 Fee: \$62.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/27/2015 12:50 PM Pg: 1 of 8

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

~~When recorded mail to: #9233159~~
First American Title 
Loss Mitigation Title Services 121061
P.O. Box 27670
Santa Ana, CA 92799
RE: SALMERON - PROPERTY REPORT

Tax/Parcel #: 06251200090000

[Space Above This Line for Recording Data]

Original Principal Amount: \$167,475.00

FHA/VA Case No.: 703 137-1680388

Unpaid Principal Amount: \$155,147.32

Loan No: 7810221055

New Principal Amount \$176,465.67

New Money (Cap): \$67,862.55

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 9TH day of JULY, 2015, between RHONDA M SALMERON AN UNMARRIED WOMAN ("Borrower") whose address is 1009 HARTWOOD DRIVE, STREAMWOOD, ILLINOIS 60107 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 MAY 8, 2002 and recorded on MAY 16, 2002 in INSTRUMENT NO. 0020561724, 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

1009 HARTWOOD DRIVE, STREAMWOOD, ILLINOIS 60107

(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, **AUGUST 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$176,465.67**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$67,862.55** 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 **4.0000%**, from **AUGUST 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 842.47**, beginning on the **1ST** day of **SEPTEMBER, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.0000%** will remain in effect until principal and interest are paid in full. If on **AUGUST 1, 2045** (the "Maturity Date"), Borrower still owes amount 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 in mediate 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.

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 I have executed this Agreement.

Borrower: RHONDA M SALMERON

7-17-15

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 7/17/15 (date) by

RHONDA M SALMERON (name/s of person/s acknowledged).

Abbey M. Mesnard

Notary Public
(Seal)

Printed Name: Abbey Mesnard


My Commission expires: 5/25/19



UNOFFICIAL COPY

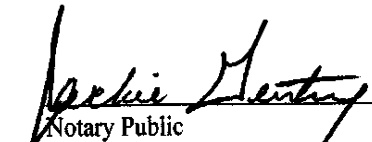
In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.


 By ANGELA EVANS (print name) 7-22-2015 Date
 Mortgage Document Officer (title)
 _____ [Space Below This Line for Acknowledgments] _____

STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 7-22-2015 by
 ANGELA EVANS, 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

EXHIBIT A

BORROWER(S): RHONDA M SALMERON AN UNMARRIED WOMAN

LOAN NUMBER: 7810221055

LEGAL DESCRIPTION:

LOT 191 IN MEADOWS SOUTH PHASE III, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 28, 1989 AS DOCUMENT NO. 89089182, IN COOK COUNTY, ILLINOIS. SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD, PUBLIC AND UTILITY EASEMENTS, PROVIDED SUCH COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS.

ALSO KNOWN AS: 1009 HARTWOOD DRIVE, STREAMWOOD, ILLINOIS 60107

**SALMERON
50455593
FIRST AMERICAN E.I.S.
MODIFICATION AGREEMENT**

**IL
8**

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

UNOFFICIAL COPY

EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **RHONDA M SALMERON AN UNMARRIED WOMAN** to **ANCHOR MORTGAGE CORPORATION** for **\$167,475.00** and interest, dated **MAY 8, 2002** and recorded on **MAY 16, 2002** in **INSTRUMENT NO. 0020561724**. Mortgage tax paid: \$

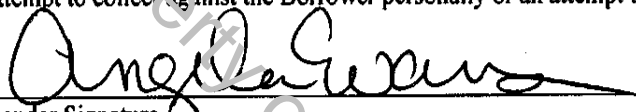
This mortgage was assigned from **ANCHOR MORTGAGE CORPORATION** (assignor), to **U.S. BANK, N.A.** (assignee), by assignment of mortgage dated and recorded on **MAY 16, 2002** in **INSTRUMENT NO. 0020561725**

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 RHONDA M SALMERON AN UNMARRIED WOMAN (the "Borrower") dated JULY 9, 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 forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.


Lender Signature
By: Angela Evans
Title: Mortgage Document officer

7-22-2015
Date


Borrower: RHONDA M SALMERON

7-17-15
Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date