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Doc#: 1604255182 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/11/2016 12:58 PM Pg: 1 of 6

This Document Prepared By:
JESSICA VAN WINKLE
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

Requested By and
When Recorded Return To:
Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602
(800) 323-0165

Tax/Parcel #: 19352260040000

[Space Above This Line for Recording Data] _____
Original Principal Amount: \$125,681.00 FHA/VA/RHS Case No.: 703 137-7498589
Unpaid Principal Amount: \$122,808.94 Loan No: 9902807587
New Principal Amount \$127,534.76
New Money (Cap): \$4,725.82

150232323

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 19TH day of NOVEMBER, 2015, between **BOOKER T HATCHER AND, PATRICE N BENNETT HUSBAND AND WIFE** ("Borrower"), whose address is **8213 SOUTH SPAULDING AVE, CHICAGO, ILLINOIS 60652** 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"), dated **NOVEMBER 14, 2013** and recorded on **DECEMBER 9, 2013** in **INSTRUMENT NO. 1334355050, COOK COUNTY, ILLINOIS**, and (2) the Note, in the original principal amount of U.S. **\$125,681.00**, 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 **8213 SOUTH SPAULDING AVE, CHICAGO, ILLINOIS 60652**

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the real property described is located in **COOK COUNTY, ILLINOIS** and being set forth as follows:

LOT 372 IN THE SOUTHWEST HIGHLANDS AT 79TH & KEDZIE UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 38 NORTH, RANEG 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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, **NOVEMBER 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$127,534.76**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$4,725.82** 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 **4.2500%**, from **NOVEMBER 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$627.39**, beginning on the **1ST** day of **DECEMBER, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2045** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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; and
 - (b) all terms and provisions of any adjustable rate rider, 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**

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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.

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In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: BOOKER T HATCHER

12-11-15
Date

[Signature]
Borrower: PATRICE N BENNETT

12-11-15
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 December 15, 2015 (date) by

BOOKER T HATCHER, PATRICE N BENNETT (name/s of person/s acknowledged).

[Signature]
Notary Public

(Seal)

Printed Name Deborah Hopson

My Commission expires: July 30, 2019



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In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

Angela J. Evans
By ANGELA J. EVANS (print name)
Mortgage Document Officer (title)

12-22-15
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

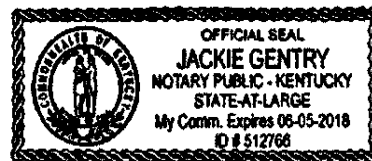
STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 12-22-15 by ANGELA J. EVANS, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a National Banking Assoc., on behalf of said national association.

Jackie Gentry
Notary Public

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



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EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **BOOKER T HATCHER AND, PATRICE N BENNETT HUSBAND AND WIFE** to **MERS, INC., AS NOMINEE FOR BMO HARRIS BANK, N.A.** for **\$125,681.00** and interest, dated **NOVEMBER 14, 2013** and recorded on **DECEMBER 9, 2013** in **INSTRUMENT NO. 1334355050**.
Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR BMO HARRIS BANK, N.A., ITS SUCCESSORS AND ASSIGNS** (assignor), to **U.S.BANK, NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **JUNE 29, 2015** and recorded on **JUNE 29, 2015** in **INSTRUMENT NO. 1518057**.