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Doc#. 1605650018 Fee: \$60.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 02/25/2016 08:49 AM Pg: 1 of 7

This Document Prepared By: CRISTIN MILLAY U.S. BANK N./.. 4801 FREDERICAST 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 Requested By and
When Recorded Return To:
Lean Modification Solutions
3220 El Camino Real
In inc, (A 92602
(800): 23-0165

Tax/Parcel #: 14084070251006

[Space Above This Line for Recording Data]

Original Principal Amount: \$160,000.00 Unpaid Principal Amount: \$34,138.66

New Principal Amount \$36,556.10 New Money (Cap): \$2,417.44 Freddie Mac Loan No.:926951998

Loan No: 7810320851

IGOOS3892 LOAN MODIFICATION AGREEMENT (IMORTGAGE) (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER. 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 25TH day of JANUARY, 2016, between U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301, and ROBERT C MARKS, A SINGLE MAN ("Borrower"), whose address is 922 W. CARMEN #3W, CHICAGO, ILLINOIS 60640, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated MAY 12, 2003, in the original principal sum of U.S. \$160,000.00 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 JUNE 11, 2003 in INSTRUMENT NO. 0316242284, of the OFFICIAL Records of COOK COUNTY, ILLINOIS. The

WD12106.1 7810320851

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 01202016\_57

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Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

#### 922 W. CARMEN #3W, CHICAGO, ILLINOIS 60640 [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>Curton' Balance</u>. As of APRIL 1, 2016, the amount payable under the Note and Security Instrument (the "Unnuid Principal Balance") is U.S. \$36,556.10.
- 2. Interest Rate. Sorrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest vill be charged on the Unpaid Principal Balance at the yearly rate of 5.3750%, beginning APRIL i, 2016, both before and after any default described in the Note. The yearly rate of 5.3750% will remain in effect until principal and interest is paid in full.
- 3. Monthly Payments and Materice Date. Borrower promises to make monthly payments of principal and interest of U.S. \$248.89, beginning on the 1ST day of MAY, 2016, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on APRIL 1, 2036, (the "Maturity Date"), Borrower till cases amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- 4. Place of Payment. Borrower must make the monthly payments at 4801 FREDERICA ST, OWENSBORO, KY 2501 or such other place as Lender may require.
- 5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the arount 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 lates 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

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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 in Agre, the boun.

  Cook County Clerk'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.

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In Witness Whereof, I have executed this Agreement.	28/16
Borrower: ROBERT CARL MARKS	Date /
Borrower:	Date
Borrower:	Date
Borrower:  [Space Below This Line for Acknowledgm	Date ents]
BORROWER ACKNOWLEDGMENT State of ILLINOIS	
This instrument was acknowledged before me on 2   3   1	(date) by
ROBERT CARL MARKS (name/s of person/s acknowledged).	
Printed Name:	Official Seal Diana Ulici
	ublic State of Illinois sion Expires 10/16/2017
	Control of the contro
	O <sub>Sc.</sub>
	Co

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In Witness Whereof, the Lender have executed this Agreement.
By ANGELA J. EVANS (print name)  Mortgage Document Officer (title)  [Space Below This Line for Acknowledgments]
LENL'EN ACKNOWLEDGMENT
STATE OF FENTUCKY
COUNTY OF DAVIESS  The foregoing instrument was acknowledged before me this 2/10/16 by
The foregoing instrument was acknowledged before me this
a + 0000 km land of said national association.
Banking assacration
Notary Public  OFFICIAL SEAL BARBARA A. GROOMS NOTARY PUBLIC - KENTUCKY STATE-AT-LARGE My Comm. Expires 66-05-2018 OF 512759
Printed Varies: Why commission expires: 6 · 5 - 18
Printed Name: Who your Sound S

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#### **EXHIBIT A**

BORROWER(S): ROBERT C MARKS, A SINGLE MAN

LOAN NUMBER: 7810320851

#### **LEGAL DESCRIPTION:**

UNIT #3-W IN 920 CARMEN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL

ESTATE:

LOT 8 IN THE SUBDIVISION OF THE WEST 574 FEET IN BLOCK 1 IN W. C. GOUDY ESTATE SUBDIVISION OF PLOCK 5 IN

ARGYLE, IN THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCEFAL

MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 922 W. CARMLN#3W, CHICAGO, ILLINOIS 60640

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#### **EXHIBIT B** MORTGAGE SCHEDULE

Mortgage made by ROBERT C MARKS, A SINGLE MAN to A-1 MORTGAGE CORPORATION, AN ILLINOIS CORPORATION for \$160,000.00 and interest, dated MAY 12, 2003 and recorded on JUNE 11, 2003 in INSTRUMENT NO. 0316242284. Mortgage tax paid: \$

This mortgage was assigned from A-1 MORTGAGE CORPORATION, AN ILLINOIS CORPORATION (assignor), to U.S. BANK N.A., A NATIONAL CORPORATIONUNDER THE LAWS OF THE UNITED S. gnee), it NO. 0.

Cook County Clark's Office STATES (assignee), by assignment of mortgage dated MAY 12, 2003 and recorded on JUNE 11, 2003 in INSTRUMENT NO. 0316242285.