

# UNOFFICIAL COPY

Doc#: 1614122117 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/20/2016 01:06 PM Pg: 1 of 7

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

~~When recorded mail to: #10223277~~

First American Title   
Loss Mitigation Title Services 12106  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: HERRERA - MOD REC SVC  
Tax/Parcel #: 12-21-326-004-0000

[Space Above This Line for Recording Data] \_\_\_\_\_  
Original Principal Amount: \$177,000.00      Freddie Mac Loan No.: 100503640  
Unpaid Principal Amount: \$188,831.01      Loan No: 7810432726  
New Principal Amount: \$210,297.19  
New Money (Cap): \$21,466.18

## 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 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 **1ST** day of **MARCH, 2016**, between **U.S. BANK N.A.** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301**, and **ENRIQUE HERRERA AND ELIZABETH HERRERA, AS HUSBAND AND WIFE, NOT AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY** ("Borrower"), whose address is **3537 ERNST ST, FRANKLIN PARK, ILLINOIS 60131**, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **FEBRUARY 14, 2005**, in the original principal sum of **U.S. \$177,000.00** 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 FEBRUARY 28, 2005**

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161  
02112016\_57

7810432726

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in INSTRUMENT NO. 0505905041, of the OFFICIAL Records of COOK COUNTY, ILLINOIS. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

**3537 ERNST ST, FRANKLIN PARK, ILLINOIS 60131**  
[Property Address]

the real property described being set forth as follows:

**LOT 4 IN SOL ROSS ADDITION TO FRANKLIN PARK, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 12, 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, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **FEBRUARY 1, 2016**, the amount payable under the Note and Security Instrument (the "New Principal Balance") is U.S. **\$210,297.19**. **\$63,089.16** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$147,208.03**.
2. Interest Rate. Borrower promises to pay the Interest Bearing Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **2.0000%**, beginning **FEBRUARY 1, 2016**, both before and after any default described in the Note. The yearly rate of **2.0000%** will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. **\$445.78**, beginning on the **1ST** day of **MARCH, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2056**, (the "Maturity Date"), Borrower still owes 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 42301** 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 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 dates 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.

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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 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 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.

 HERRERA  
51420421  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT  


IL

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

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In Witness Whereof, I have executed this Agreement.

Enrique Herrera  
Borrower: ENRIQUE HERRERA

4/16/2016  
Date

Elizabeth Herrera  
Borrower: ELIZABETH HERRERA

4-16-2016  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

**BORROWER ACKNOWLEDGMENT**  
State of ILLINOIS

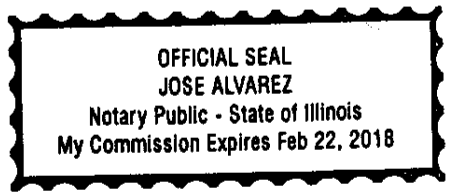
County of Cook

This instrument was acknowledged before me on April 16<sup>th</sup> 2016 (date) by

ENRIQUE HERRERA, ELIZABETH HERRERA (name/s of person/s acknowledged).

[Signature]  
Notary Public  
(Seal)  
Printed Name: Jose Alvarez

My Commission expires:  
02/22/2018



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In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

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

4-26-16

Date

[Space Below This Line for Acknowledgments]

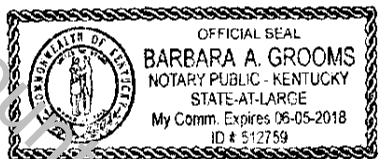
### LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 4/26/16 by  
**JENNIFER L MATTINGLY**, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**,  
a Federally Chartered Banking Association, on behalf of said national association.

Barbara A Grooms  
Notary Public



Printed Name: Barbara A Grooms  
My commission expires: 6-5-18

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## EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **ENRIQUE HERRERA AND ELIZABETH HERRERA, AS HUSBAND AND WIFE, NOT AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY** to **CHICAGO FUNDING, INC.** for **\$177,000.00** and interest, dated **FEBRUARY 14, 2005** and recorded on **FEBRUARY 28, 2005** in **INSTRUMENT NO. 0505905041**.  
Mortgage tax paid: \$

This mortgage was assigned from **CHICAGO FUNDING, INC.** (assignor), to **U.S. BANK N.A.** (assignee), by assignment of mortgage dated and recorded on **FEBRUARY 28, 2005** in **INSTRUMENT NO. 0505905042**.

Loan Modification Agreement made by **ENRIQUE HERRERA AND ELIZABETH HERRERA, AS HUSBAND AND WIFE, NOT AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY** to **U.S. BANK N.A.** dated and recorded on **OCTOBER 7, 2011** in **INSTRUMENT NO. 1128003002**. Modified amount is now **\$188,715.43**.  
Mortgage tax paid: **\$0.00**.

Loan Modification Agreement made by **ENRIQUE HERRERA AND ELIZABETH HERRERA, AS HUSBAND AND WIFE, NOT AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY** to **U.S. BANK N.A.** dated **SEPTEMBER 11, 2013** and recorded on **JANUARY 7, 2014** in **INSTRUMENT NO. 1400706008**. Modified amount is now **\$189,864.71**. Mortgage tax paid: **\$0.00**.

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## Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between U.S. BANK N.A. (the "Lender") and ENRIQUE HERRERA AND ELIZABETH HERRERA, AS HUSBAND AND WIFE, NOT AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY (the "Borrower") dated MARCH 31, 2016 (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. If the Borrower was discharged in a Chapter 7 bankruptcy proceeding and did not reaffirm the debt subsequent to the execution of the loan documents, based on this representation, Lender agrees that Borrower will not have personal liability on the debt pursuant to this Agreement. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

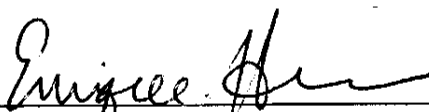
Notwithstanding, any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

Lender Signature  
By:  
Title:

Jennifer L. Mattingly  
Mortgage Document Officer

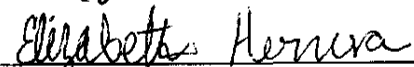
4-26-16  
Date

Borrower: ENRIQUE HERRERA



4/16/2016  
Date

Borrower: ELIZABETH HERRERA



4-16-2016  
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date