

# UNOFFICIAL COPY

Doc#: 1615322106 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/01/2016 11:43 AM Pg: 1 of 7

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

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

Tax/Parcel #: 16144120060000

[Space Above This Line for Recording Data]

Original Principal Amount: \$109,864.00

FI(A)/VA Case No.: 703 137-7468397

Unpaid Principal Amount: \$107,832.43

Loan No.: 9902807842

New Principal Amount: \$93,940.52

New Money (Cap): \$18,457.82

160000466

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 27TH day of APRIL, 2016, between LAUREN G WAITHE INDIVIDUAL ("Borrower") whose address is 3509 WEST POLK STREET, CHICAGO, ILLINOIS 60624 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 OCTOBER 21, 2013 and recorded on NOVEMBER 22, 2013 in INSTRUMENT NO. 1332601017, 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

3509 WEST POLK STREET, CHICAGO, ILLINOIS 60624  
(Property Address)

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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, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **APRIL 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$93,940.52**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$18,457.82** 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 **APRIL 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **462.13**, 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. The yearly rate of **4.2500%** will remain in effect until principal and interest are paid in full. If on **APRIL 1, 2046** (the "Maturity Date"), 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 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 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

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- (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.
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.

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In Witness Whereof, I have executed this Agreement.  
Lauren G. Waithe  
Borrower: LAUREN G WAITHE

5/2/16  
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 May 2, 2016 (date) by

LAUREN G WAITHE (name/s of person/s acknowledged).

Sobeida Sierra

Notary Public  
(Seal)

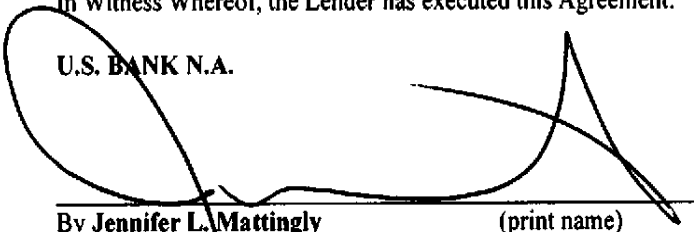
Printed Name: Sobeida Sierra

My Commission expires:  
7/9/2019



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In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.  


5-6-16  
Date

By Jennifer L. Mattingly (print name)  
Mortgage Document Officer (title)

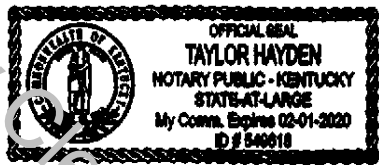
[Space Below This Line for Acknowledgments]

STATE OF KENTUCKY  
COUNTY OF DANIELS

The foregoing instrument was acknowledged before me this 5/6/16 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.

Taylor Hayden  
Notary Public

Printed Name: Taylor Hayden  
My commission expires: 2-1-2020



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## EXHIBIT A

**BORROWER(S): LAUREN G WAITHE INDIVIDUAL**

**LOAN NUMBER: 9902807842**

**LEGAL DESCRIPTION:**

**PARCEL 1: LOT 4 IN HOMAN SQUARE PHASE 3, BEING A RESUBDIVISION LOTS 1 TO 48, BOTH INCLUSIVE IN BLOCK 9 AND ALL THE EAST AND WEST VACATED ALLEY LYING SOUTH OF ADJOINING AFORESAID, LOTS 1 TO 24, BOTH INCLUSIVE IN BLOCK 9 LYING NORTH OF AND ADJOINING AFORESAID LOTS 25 TO 48, BOTH INCLUSIVE IN BLOCK 9 IN E. A. CUMMINGS AND CO'S CENTRAL PARK AVENUE ADDITION, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**ALSO KNOWN AS: 3509 WEST POLK STREET, CHICAGO, ILLINOIS 60624**

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## EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **LAUREN G WAITHE INDIVIDUAL** to **MERS, INC., AS NOMINEE FOR WINTRUST MORTGAGE, A DIVISION OF BARRINGTON BANK AND TRUST CO., N.A., A NATIONAL BANK** for **\$109,864.00** and interest, dated **OCTOBER 21, 2013** and recorded on **NOVEMBER 22, 2013** in **INSTRUMENT NO. 1332601017**. Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WINTRUST MORTGAGE, A DIVISION OF BARRINGTON BANK AND TRUST CO., N.A., A NATIONAL BANK, ITS SUCCESSORS AND ASSIGNS** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **OCTOBER 28, 2014** and recorded on **DECEMBER 1, 2014** in **INSTRUMENT NO. 1433544069**.