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Doc#: 1635149245 Fee: \$62.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/16/2016 10:50 AM Pg: 1 of 8

This Document Prepared By:
MAGHAN TURNER
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 #: 16043030080000

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$136,853.00
Unpaid Principal Amount: \$132,165.03
New Principal Amount: \$98,819.22
Capitalization Amount: \$6,303.70

FLA/WA Case No.: 703 137-7717521
Loan No: 9902851464

160251274

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 8TH day of NOVEMBER, 2016, between DANISHA WALLACE AN UNMARRIED WOMAN ("Borrower") whose address is 5451 W HADDON AVE, CHICAGO, ILLINOIS 60651 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 JUNE 30, 2014 and recorded on JULY 2, 2014 in INSTRUMENT NO. 1418316097, 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

5451 W HADDON AVE, CHICAGO, ILLINOIS 60651
(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, **DECEMBER 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$98,819.22**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$6,303.70** 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 **3.7500%**, from **DECEMBER 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 457.65**, beginning on the **1ST** day of **JANUARY, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.7500%** will remain in effect until principal and interest are paid in full. If on **DECEMBER 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.I. 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.

Danisha Wallace
Borrower: **DANISHA WALLACE**

11/10/16
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

County of COOK

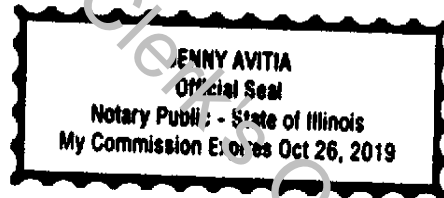
This instrument was acknowledged before me on 11/10/16 (date) by

DANISHA WALLACE (name/s of person/s acknowledged).

Jenny Avitia
Notary Public

(Seal)
Printed Name: Jenny Avitia

My Commission expires:
OCTOBER 26, 2019



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In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

Rachel M Fulks
By Rachel M. Fulks (print name)

11/15/16
Date

Mortgage Document Officer (title)

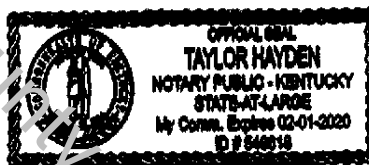
[Space Below This Line for Acknowledgments]

STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 11/15/16 by
RACHEL M. FULKS, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a national
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): DANISHA WALLACE AN UNMARRIED WOMAN

LOAN NUMBER: 9902851464

LEGAL DESCRIPTION:

**LOT 23 IN E.A. CUMMINGS AND COMPANY'S HADDON AVENUE ADDITION TO AUSTIN,
BEING A SUBDIVISION OF THE WEST
1290.20 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF NORTH 1/2 OF
THE SOUTHWEST 1/4 OF
SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
TOGETHER WITH LOT 36 IN E.A.
CUMMINGS AND COMPANY'S PINE AVENUE ADDITION TO AUSTIN IN THE SOUTHWEST 1/4
OF SECTION 4. IN COOK
COUNTY, ILLINOIS.**

ALSO KNOWN AS: 5451 W HADDON AVE, CHICAGO, ILLINOIS 60651

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EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **DANISHA WALLACE AN UNMARRIED WOMAN** to **MERS, INC., AS NOMINEE FOR STARBOARD FINANCIAL MANAGEMENT, LLC, DBA STARBOARD FINANCIAL, AN ARIZONA LIMITED LIABILITY COMPANY, A LIMITED LIABILITY COMPANY** for **\$136,853.00** and interest, dated **JUNE 30, 2014** and recorded on **JULY 2, 2014** in **INSTRUMENT NO. 1418316097**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR STARBOARD FINANCIAL MANAGEMENT, LLC, DBA STARBOARD FINANCIAL, AN ARIZONA LIMITED LIABILITY COMPANY, A LIMITED LIABILITY COMPANY** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **OCTOBER 22, 2015** and recorded on **NOVEMBER 12, 2015** in **INSTRUMENT NO. 1531613010**.

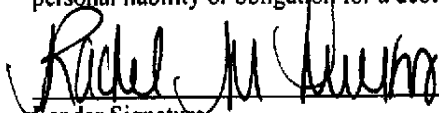
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Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between **U.S. BANK N.A.** (the "Lender") and **DANISHA WALLACE AN UNMARRIED WOMAN** (the "Borrower") dated **NOVEMBER 8, 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.

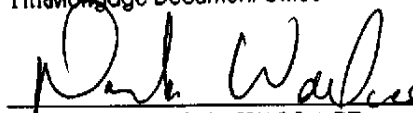
Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt,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



Lender Signature
By: Rachel M. Fulks
Title: Mortgage Document Officer

11/15/16

Date



Borrower: **DANISHA WALLACE**

11/10/16

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date