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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/04/2017 09:49 AM Pg: 1 of 7

This Document Prepared By:
RACHEL EDWARDS
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 #: 03-04-204-073-1006

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$122,894.00 FHA/VA/RHS Case No.: 734 137-1440988
Unpaid Principal Amount: \$111,632.84 Loan No: 4800204391
New Principal Amount: \$118,181.64
Capitalization Amount: \$6,548.80

160311491

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 6TH day of DECEMBER, 2016, between ALFREDO ROMAN-MARTINEZ, VIANEY RAMIREZ HUSBAND AND WIFE, NOT AS TENANTS IN COMMON BUT AS JOINT TENANTS ("Borrower"), whose address is 1211 ROTH CT, WHEELING, ILLINOIS 60090 and U.S. BANK NATIONAL ASSOCIATION ("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 27, 2001 and recorded on DECEMBER 11, 2001 in INSTRUMENT NO. 0011171903, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$122,894.00, 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

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1211 ROTH CT, WHEELING, ILLINOIS 60090

the real property described is located in **COOK COUNTY, ILLINOIS** and 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, **JANUARY 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$118,181.64**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$6,548.80** 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 **JANUARY 1, 2017**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$547.32**, beginning on the 1ST day of **FEBRUARY, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2047** (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 entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

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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.

Property of Cook County Clerk's Office

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In Witness Whereof, I have executed this Agreement.

ALFREDO ROMAN MARTINEZ
Borrower: ALFREDO ROMAN-MARTINEZ

12-19-16
Date

Vianey Ramirez
Borrower: VIANEY RAMIREZ

12-19-16
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 19th, 2016 (date) by

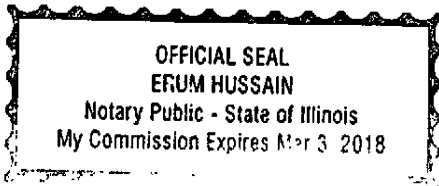
ALFREDO ROMAN-MARTINEZ, VIANEY RAMIREZ (name/s of person/s acknowledged).

[Signature]

Notary Public

(Seal)
Printed Name: ERUM HUSSAIN

My Commission expires:
Mar 3, 2018



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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)

12/21/16
Date

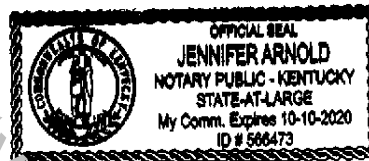
_____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY
COUNTY OF LAMAR

The foregoing instrument was acknowledged before me this 12/21/2016 by ANGELA J EVANS, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a national association, on behalf of said national association.

Jennifer Arnold
Notary Public



Printed Name: Jennifer Arnold
My commission expires: 10/10/2020

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EXHIBIT A

**BORROWER(S): ALFREDO ROMAN-MARTINEZ, VIANEY RAMIREZ HUSBAND AND WIFE,
NOT AS TENANTS IN COMMON BUT AS JOINT TENANTS**

LOAN NUMBER: 4800204391

LEGAL DESCRIPTION:

UNIT B IN BUILDING 19 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS OF CEDAR RUN 3 CONDOMINIUM IN LOTS 12 TO 21 INCLUSIVE IN THE CEDAR RUN SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE DECLARATION OF CONDOMINIUM AND PLAT OF SURVEY ATTACHED THERETO AS EXHIBIT A RECORDED NOVEMBER 24, 1972 AS DOCUMENT 22130390 IN COOK COUNTY, ILLINOIS. TOGETHER WITH THE TENEMENTS AND APPURTENANCES THEREUNTO BELONGING.

ALSO KNOWN AS: 1211 ROTH CT, WHEELING, ILLINOIS 60090

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EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **ALFREDO ROMAN-MARTINEZ, VIANEY RAMIREZ HUSBAND AND WIFE, NOT AS TENANTS IN COMMON BUT AS JOINT TENANTS** to **UNIVERSAL MORTGAGE CORPORATION** for **\$122,894.00** and interest, dated **NOVEMBER 27, 2001** and recorded on **DECEMBER 11, 2001** in **INSTRUMENT NO. 0011171903**.

This mortgage was assigned from **UNIVERSAL MORTGAGE CORPORATION** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **MAY 12, 2010** and recorded on **APRIL 4, 2011** in **INSTRUMENT NO. 1109429049**.

Loan Modification Agreement made by **ALFREDO ROMAN MARTIN AND VIANEY RAMIREZ, HUSBAND AND WIFE, NOT AS TENANTS IN COMMON BUT AS JOINT TENANTS** to **U.S. BANK NATIONAL ASSOCIATION** dated **OCTOBER 31, 2014** and recorded on **DECEMBER 26, 2014** in **INSTRUMENT NO. 1436049003**. Modified amount is now **\$114,695.41**. Mortgage tax paid: **\$0.00**.