

# UNOFFICIAL COPY

Doc#: 170119143 Fee: \$58.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/11/2017 10:23 AM Pg: 1 of 6

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 #: 06041020030000

[Space Above This Line for Recording Data]  
Original Principal Amount: \$277,000.00 Freddie Mac Loan No.:895219638  
Unpaid Principal Amount: \$216,545.34 Loan No: 7810324168  
New Principal Amount: \$276,174.99  
Capitalization Amount: \$59,629.65

170009700

## 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 15TH day of DECEMBER, 2016, between U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301, and CHANDRAKANT G CHOXI, MANJULA C CHOXI HUSBAND AND WIFE, NOT IN TENANCY IN COMMON, OR IN JOINT TENANCY, BUT IN TENANCY BY THE ENTIRETY ("Borrower"), whose address is 5332 GALLOWAY DRIVE, HOFFMAN ESTATES, ILLINOIS 60192, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated MAY 14, 2003, in the original principal sum of U.S. \$277,000.00 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 16, 2003 in INSTRUMENT NO. 0316741045, of the

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

7810324168

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**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:

**5332 GALLOWAY DRIVE, HOFFMAN ESTATES, ILLINOIS 60192**  
[Property Address]

the real property described being set forth as follows:

**LOT 248 IN BRIDLEWOOD FARM UNIT THREE, BEING A SUBDIVISION OF PART OF THE SOUTH ½ SECTION OF 4, TOWNSHIP 41 NORTH, RANGE 9 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 **DECEMBER 1, 2016**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$276,174.99**.
2. Interest Rate. 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 **5.7500%**, beginning **DECEMBER 1, 2016**, both before and after any default described in the Note. The yearly rate of **5.7500%** 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. **\$1,471.70**, 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. If on **DECEMBER 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.

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

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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.

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In Witness Whereof, I have executed this Agreement.

Chandrakant G. Choksi  
Borrower: CHANDRAKANT G CHOXI

12-21-2016  
Date

Manjula C. Choksi  
Borrower: MANJULA C CHOXI

12-21-2016  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

### BORROWER ACKNOWLEDGMENT State of ILLINOIS

County of COOK

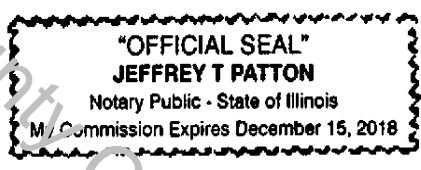
This instrument was acknowledged before me on December 21, 2016 (date) by

CHANDRAKANT G CHOXI, MANJULA C CHOXI (name/s of person/s acknowledged).

Jeffrey Patton  
Notary Public

(Seal)  
Printed Name: Jeffrey Patton

My Commission expires:  
12-15-18



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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)

1-4-17  
Date

[Space Below This Line for Acknowledgments]

### LENDER ACKNOWLEDGMENT

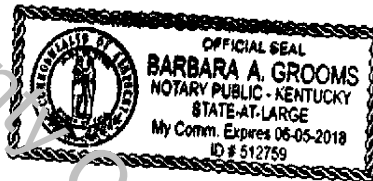
STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 1/4/17 by **JENNIFER L MATTINGLY**, the **MORTGAGE DOCUMENT OFFICER** of U.S. BANK N.A., a national association, on behalf of said national association.

  
Notary Public

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



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## EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **CHANDRAKANT G CHOXI, MANJULA C CHOXI HUSBAND AND WIFE, NOT IN TENANCY IN COMMON, OR IN JOINT TENANCY, BUT IN TENANCY BY THE ENTIRETY** to **FRANKLIN FINANCIAL GROUP, INC.** for **\$277,000.00** and interest, dated **MAY 14, 2003** and recorded on **JUNE 16, 2003** in **INSTRUMENT NO. 0316741045**.

This mortgage was assigned from **FRANKLIN FINANCIAL GROUP, INC, AN ILLINOIS CORPORATION** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **MAY 14, 2003** and recorded on **JUNE 16, 2003** in **INSTRUMENT NO. 0316741046**.