Doc#. 1711415040 Fee: \$60.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 04/24/2017 09:57 AM Pg: 1 of 7

This Document Prepared By: MAGHAN TURNE'K 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 #: 31131080040000

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Original Principal Amount: \$294,566.00 FF A\VA Case No.:703 137-7044298

Lippoid Principal Amount: \$272,209.09 Loan 26: 9902790432

Unpaid Principal Amount: \$272,209.09 New Principal Amount: \$213,691.56 Capitalization Amount: \$0.00

WO4 03755

### LOAN MODIFICATION AGREEMENT (MORTGACE)

This Loan Modification Agreement ("Agreement"), made this 15TH day of MARCA, 2017, between ANITA MCCLURE A SINGLE WOMAN ("Borrower") whose address is 3029 HERMLS DRIVE, OLYMPIA FIELDS, ILLINOIS 60461 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 DECEMBER 7, 2012 and recorded on DECEMBER 21, 2012 in INSTRUMENT NO. 1235648015, 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

3029 HERMES DRIVE, OLYMPIA FIELDS, ILLINOIS 60461

(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 follow: (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of, APRIL 1, 2017 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$213,691.56, consisting of the amount(s) loaned to Borrower by Lender, plus expitalized interest in the amount of U.S. \$0.00 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 promise 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 3.5000%, from APRIL 1, 2017. Borrower promises to make monthly payments of principal and interest of U.S. \$ 959.57, beginning on the 1ST day of MAY, 2017, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.5000% will remain in effect until principal and interest are paid in full. If on APRIL 1, 2047 (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 interes' 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 Corrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedier 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

- (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 pert 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.

HUD-HAMP 12152016\_356 9902790432

In Witness Whereof, I have executed this Agreement.	03 25/2017
Borrower: ANITA MCCLURE	Date 1
Borrower:	Date
Borrower:	Date
Borrower:  [Space Below This Line for Acknowledgme	Date nts]
ANITA MCCLURE (name/s of person/s acknowledged).  Vivian Shiller  Notary Public (Seal)  Printed Name: VIVIAN MILER	VIVIAN MILLER OFFICIAL SEAL NOTARY PUBLIC STATE OF ILLINOIS Y COMMISSION EXPIRES DECEMBER 09, 2019

In Witness Whereof, the Lender has executed this Agreement. U.S. BANK N.A. (print name) By Angela J. Evans Mengage Document Officer (title) [Space Below This Line for Acknowledgments] STATE OF & ENTUCKY COUNTY OF DAVIESS The foregoing instrument was acknowledged before me this ANGELA J. EVANS, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a national association, on behalf of said national association. Clart's Office Printed Name: \\UNN\ff My commission expires:

#### **EXHIBIT A**

BORROWER(S): ANITA MCCLURE A SINGLE WOMAN

LOAN NUMBER: 9902790432

LEGAL DESCRIPTION:

LOT 48 IN THE OLYMPIA CLUB BEING A RESUBDIVISION OF LOT 7 IN ICD'S ADDITION TO OLYMPIA FIELDS SUBDIVISION IN PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 23 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 2006 AS HERMES.

Clarks

Office DOCUMENT NO. 0320939037.

ALSO KNOWN AS: 3529 HERMES DRIVE, OLYMPIA FIELDS, ILLINOIS 60461

### EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by ANITA MCCLURE A SINGLE WOMAN to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR KEY MORTGAGE SERVICES, INC for \$294,566.00 and interest, dated DECEMBER 7, 2012 and recorded on DECEMBER 21, 2012 in INSTRUMENT NO. 1235648015.

This workage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR KEY MORTGAGE SERVICES, INC., ITS SUCCESSORS AND ASSIGNS (assignor), to U.S. B. (Ni( NATIONAL ASSOCIATION (assignee), by assignment of mortgage dated NOVEMBER 9, 2016 and recorded on NOVEMBER 15, 2016 in INSTRUMENT NO. 1632047032.

Page 7