

# UNOFFICIAL COPY

Doc#: 1711706053 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/27/2017 10:06 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 #: 25031030820000

[Space Above This Line for Recording Data] \_\_\_\_\_  
Original Principal Amount: \$165,295.00      FHA/VA/RHS Case No.: 703 137-778986  
Unpaid Principal Amount: \$158,970.02      Loan No: 9902862198  
New Principal Amount: \$165,410.51  
Capitalization Amount: \$6,440.49

160392688

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 24TH day of ~~MARCH~~, 2017, between **DONNELL T PEOPLES A MARRIED MAN** ("Borrower"), whose address is **8744 S PRAIRIE AVE, CHICAGO, ILLINOIS 60619** 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"), dated **SEPTEMBER 18, 2014** and recorded on **SEPTEMBER 23, 2014** in **INSTRUMENT NO. 1426657063, COOK COUNTY, ILLINOIS**, and (2) the Note, in the original principal amount of U.S. **\$165,295.00**, 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  
**8744 S PRAIRIE AVE, CHICAGO, ILLINOIS 60619**

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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 **APRIL 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$165,410.51**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$6,440.49** 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 **3.6250%**, from **APRIL 1, 2017**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$754.36**, 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. If on **APRIL 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.

Donnell T Peoples  
Borrower: DONNELL T PEOPLES

4/6/17  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

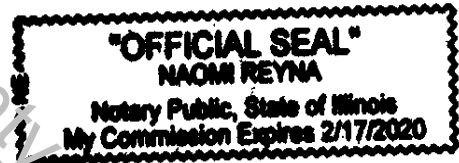
This instrument was acknowledged before me on April 06, 2017 (date) by

DONNELL T PEOPLES (name/s of person/s acknowledged).

Naomi Reyna  
Notary Public

(Seal)  
Printed Name: Naomi Reyna

My Commission expires: 2/17/2020



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In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

Leona A. Hendrix  
By LEONA A HENDRIX (print name)  
Mortgage Document Officer (title)

4/10/17  
Date

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

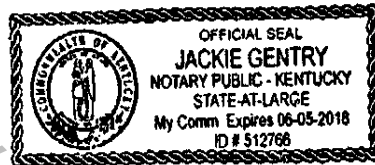
### LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY  
COUNTY OF DAVIDESS

The foregoing instrument was acknowledged before me this 4-10-17 by LEONA A HENDRIX, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a national association, on behalf of said national association.

Jackie Gentry  
Notary Public

Printed Name: Jackie Gentry  
My commission expires: 6-5-18



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## EXHIBIT A

**BORROWER(S): DONNELL T PEOPLES A MARRIED MAN**

**LOAN NUMBER: 9902862198**

**LEGAL DESCRIPTION:**

The land referred to in this document is situated in the STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO, and described as follows:

LOT 26 (EXCEPT THE NORTH 5 FEET THEREOF) AND THE NORTH 18 FEET OF LOT 27 IN BLOCK 1 IN NESSLER AND LEACH'S SUBDIVISION OF THE NORTH 9 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 8744 S PRAIRIE AVE, CHICAGO, ILLINOIS 60619

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## EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **DONNELL T PEOPLES A MARRIED MAN** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR INLAND BANK AND TRUST** for **\$165,295.00** and interest, dated **SEPTEMBER 18, 2014** and recorded on **SEPTEMBER 23, 2014** in **INSTRUMENT NO. 1426657063**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR INLAND BANK AND TRUST** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee) by assignment of mortgage dated **AUGUST 15, 2016** and recorded on **AUGUST 16, 2016** in **INSTRUMENT NO. 1622917037**.