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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/25/2017 10:07 AM Pg: 1 of 7

This Document Prepared By:
DANA KOLLEK
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365-7772

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
DTO - MAIL STOP 3-2-8
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: 13142050371036

[Space Above This Line for Recording Data]

Original Principal Amount: \$225,834.00
Unpaid Principal Amount: \$164,356.40
New Principal Amount: \$174,113.62
Capitalization Amount: \$9,757.22

FHA/VA/RHS Case No.: 734 137-5643815
Loan No: 7892956029

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 12TH day of MAY, 2017, between **KAREN XIAO AND, KARL GERBERICK HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, AND NOT AS JOINT TENANTS, NOR TENANTS IN COMMON ("Borrower")**, whose address is **3253 W LAWRENCE AVE APT 3D, CHICAGO, ILLINOIS 60625** 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 **MARCH 25, 2010** and recorded on **APRIL 2, 2010** in **INSTRUMENT NO. 1009241042, COOK COUNTY, ILLINOIS**, and (2) the Note, in the original principal amount of **U.S. \$225,834.00**, 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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3253 W LAWRENCE AVE APT 3D, CHICAGO, ILLINOIS 60625

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, **JUNE 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$174,113.62**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$9,757.22** 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 **4.3750%**, from **JUNE 1, 2017**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$869.32**, beginning on the **1ST** day of **JULY, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 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.

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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)

7/14/17 LAN
7/13/17 Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

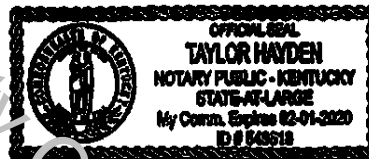
STATE OF KENTUCKY

COUNTY OF DAVENESS

The foregoing instrument was acknowledged before me this 7/14/17 by **LEONA A HENDRIX**, 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



UNOFFICIAL COPY**EXHIBIT A**

BORROWER(S): KAREN XIAO AND, KARL GERBERICK HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, AND NOT AS JOINT TENANTS, NOR TENANTS IN COMMON

LOAN NUMBER: 7892956029

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:

PARCEL 1:

UNIT 3253-3D IN THE LAWRENCE SPAULDING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 8, 9 AND 10 IN BLOCK 15 IN NORTH WEST LAND ASSOCIATION SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE SOUTH 665.6 FEET THEREOF AND EXCEPT THE NORTHWESTERN ELEVATED RAILROAD YARDS AND RIGHT OF WAY) OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0724115111; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE 3253.3D, A LIMITED COMMON ELEMENT, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, RECORDED AS DOCUMENT 0724115111 (A) THE TENANT OF UNIT 3253-3D HAS WAIVED OR HAS FAILED TO EXERCISE THE RIGHT OF FIRST REFUSAL; (B) THE TENANT OF THE UNIT HAD NO RIGHT OF FIRST REFUSAL, OR (C) THE PURCHASER OF THE UNIT WAS THE TENANT OF THE UNIT PRIOR TO THE CONVERSION OF THE BUILDING TO A CONDOMINIUM."GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN. THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN."

ALSO KNOWN AS: 3253 W LAWRENCE AVE APT 3D, CHICAGO, ILLINOIS 60625



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EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **KAREN XIAO AND, KARL GERBERICK HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, AND NOT AS JOINT TENANTS, NOR TENANTS IN COMMON** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR U.S. BANK NATIONAL ASSOCIATION** for **\$225,834.00** and interest, dated **MARCH 25, 2010** and recorded on **APRIL 2, 2010** in **INSTRUMENT NO. 1009241042**.

Loan Modification Agreement made by **KAREN XIAO AND, KARL GERBERICK** to **U.S. BANK N.A.** dated **JANUARY 25, 2014** and recorded on **JUNE 11, 2014** in **INSTRUMENT NO. 1416246016**. Modified amount is now **\$171,957.41**. Mortgage tax paid: **\$0.00**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR U.S. BANK NATIONAL ASSOCIATION** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **AUGUST 11, 2014** and recorded on **SEPTEMBER 12, 2014** in **INSTRUMENT NO. 1425529058**.

