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Doc#: 1730439118 Fee: \$62.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/31/2017 01:07 PM Pg: 1 of 8

This Document Prepared By:
VANESSA AMBER SCHWARTZ
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
800-934-3124

Tax/Parcel #: 20-25-304-022-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$187,312.00

FHA/VA Case No.: 703 137-4252540

Unpaid Principal Amount: \$235,552.00

Loan No: 6800173442

New Principal Amount: \$254,500.72

Capitalization Amount: \$18,948.72

170268220

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 10TH day of OCTOBER, 2017, between LINDA DILWORTH AND, THOMAS POTTS ("Borrower") whose address is 7549 S CREGIER AVE, CHICAGO, ILLINOIS 60649 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 SEPTEMBER 5, 2008 and recorded on SEPTEMBER 15, 2008 in INSTRUMENT NO. 0825908256, 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

7549 S CREGIER AVE, CHICAGO, ILLINOIS 60649
(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 follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **NOVEMBER 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$254,500.72**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest 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, in the amount of U.S. **\$18,948.72**.
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 **4.2500%**, from **NOVEMBER 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,251.99**, beginning on the **1ST** day of **DECEMBER, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.2500%** will remain in effect until principal and interest are paid in full. If on **NOVEMBER 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 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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies 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

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- (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 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, I have executed this Agreement.

Linda Dilworth
Borrower: LINDA DILWORTH

10/17/17
Date

Thomas Potts
Borrower: THOMAS POTTS *signs solely for purpose of waiving marital rights and/or homestead rights without personal obligation for repayment of sums secured by this Security Instrument.

10/17/17
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 October 17, 2017 (date) by

LINDA DILWORTH, THOMAS POTTS (name/s of person/s acknowledged).

Bernadine Alexander

Notary Public
(Seal)

Printed Name: BERNADINE ALEXANDER

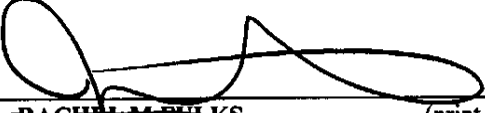
My Commission expires: May 30, 2021



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In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.


 By ~~RACHEL M FULKS~~ _____ (print name) Jennifer L. Mattingly _____ Date 10-20-17
~~Mortgage Document Officer~~ _____ (title) _____ Mortgage Document Officer _____
 [Space Below This Line for Acknowledgments] _____

STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 10/20/17 by

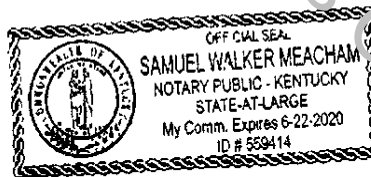
~~RACHEL M FULKS~~, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a national association, on behalf of said national association.
~~Jennifer L. Mattingly~~



Notary Public

Printed Name: Samuel Walker Meacham

My commission expires: 6-22-2020



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EXHIBIT A

BORROWER(S): LINDA DILWORTH AND, THOMAS POTTS

LOAN NUMBER: 6800173442

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 AND 27 (EXCEPT THE SOUTH 1/2 THEREOF) IN BLOCK 4 IN JAMES STINSON'S SUBDIVISION OF EAST GRAND CROSSING, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 7549 S CREGIER AVE, CHICAGO, ILLINOIS 60649

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EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **LINDA DILWORTH AND, THOMAS POTTS** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HARTLAND MORTGAGE CENTERS** for **\$187,312.00** and interest, dated **SEPTEMBER 5, 2008** and recorded on **SEPTEMBER 15, 2008** in **INSTRUMENT NO. 0825908256**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** (assignor) to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **JUNE 3, 2010** and recorded on **JUNE 28, 2010** in **INSTRUMENT NO. 1017912130**.

Loan Modification Agreement made by **LINDA DILWORTH** to **U.S. BANK NATIONAL ASSOCIATION** dated **JULY 23, 2012** and recorded on **JANUARY 9, 2013** in **INSTRUMENT NO. 1300957246**. Modified amount is now **\$236,615.89**. Mortgage tax paid: **\$0.00**.

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Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between U.S. BANK N.A. (the "Lender") and LINDA DILWORTH AND, THOMAS POTTS (the "Borrower") dated OCTOBER 10, 2017 (the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. If the Borrower was discharged in a Chapter 7 bankruptcy proceeding and did not reaffirm the debt subsequent to the execution of the loan documents, based on this representation, Lender agrees that Borrower will not have personal liability on the debt pursuant to this Agreement. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding, any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt that was discharged in bankruptcy.

Lender Signature

By: Jennifer L. Mattingly
Title: Mortgage Document Officer

Jennifer L. Mattingly
Borrower: LINDA DILWORTH

Thomas Potts
Borrower: THOMAS POTTS

10-20-17

Date

10/17/17
Date

10/17/17
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

