

# UNOFFICIAL COPY

Doc#: 1733357021 Fee: \$62.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/29/2017 09:38 AM Pg: 1 of 8

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

Requested By and  
When Recorded Return To:  
**ServiceLink Loan Mod Solutions**  
**3220 El Camino Real**  
**Irvine, CA 92602**  
**(800) 934-3124**

Tax/Parcel #: 19-08-316-058-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$196,376.00

FHA/VA/RHS Case No.: 703 137-8584013

Unpaid Principal Amount: \$192,842.10

Loan No: 6800882498

New Principal Amount: \$197,882.09

Capitalization Amount: \$5,039.99

170212154

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 5TH day of SEPTEMBER, 2017, between **MARCOS MEDINA, VICTORIA MEDINA HUSBAND AND WIFE** ("Borrower"), whose address is **5348 S MULLIGAN AVE, CHICAGO, ILLINOIS 60638** 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 **MAY 23, 2016** and recorded on **JUNE 7, 2016** in **INSTRUMENT NO. 1615919132, COOK COUNTY, ILLINOIS**, and (2) the Note, in the original principal amount of U.S. **\$196,376.00**, 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 **5348 S MULLIGAN AVE, CHICAGO, ILLINOIS 60638**

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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 **OCTOBER 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$197,882.09**, 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. **\$5,039.99**.
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 **OCTOBER 1, 2017**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$988.00**, beginning on the **1ST** day of **NOVEMBER, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 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, I have executed this Agreement.

Borrower: MARCOS MEDINA

Date

Borrower: VICTORIA MEDINA \*signs solely for purpose of waiving marital rights and/or homestead rights without personal obligation for repayment of sums secured by this Security Instrument.

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 November 16, 2017 (date) by

MARCOS MEDINA, VICTORIA MEDINA (name/s of person/s acknowledged).

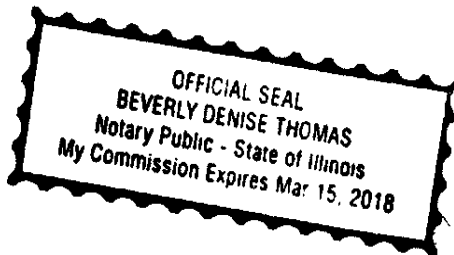
Beverly Denise Thomas  
Notary Public

(Seal)

Printed Name: Beverly Denise Thomas

My Commission expires:

3/15/18



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In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

By Terry L. Smith (print name)  
Mortgage Document Officer (title)

11/21/17  
Date

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

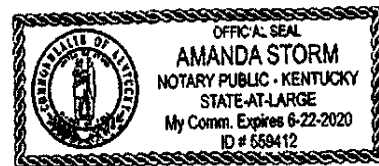
LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this November 21, 2017 by  
TERRY L. SMITH, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a national  
association, on behalf of said national association.

Amanda Storm  
Notary Public



Printed Name: Amanda Storm  
My commission expires: June 22, 2020

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## EXHIBIT A

**BORROWER(S):** MARCOS MEDINA, VICTORIA MEDINA HUSBAND AND WIFE

**LOAN NUMBER:** 6800882498

**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:

PROPERTY ID: 19-08-316-058-000 PROPERTY ADDRESS: 5348 S. MULLIGAN AVENUE, CHICAGO, IL 60638 LOT 19 (EXCEPT THE NORTH 7 FEET THEREOF) AND LOT 20 (EXCEPT THE SOUTH 11 FEET THEREOF) IN BLOCK 18 IN BARTLETT HIGHLANDS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER (EXCEPT THE EAST HALF OF THE EAST HALF THEREOF) OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 5348 S MULLIGAN AVE, CHICAGO, ILLINOIS 60638



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## EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **MARCOS MEDINA, VICTORIA MEDINA HUSBAND AND WIFE** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR KEY MORTGAGE SERVICES, INC.** for \$196,376.00 and interest, dated **MAY 23, 2016** and recorded on **JUNE 7, 2016** in **INSTRUMENT NO. 1615919132**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR KEY MORTGAGE SERVICES, INC., ITS SUCCESSORS AND ASSIGNS** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **JUNE 20, 2017** and recorded on **JUNE 22, 2017** in **INSTRUMENT NO. 1717357031**.

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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 MARCOS MEDINA, VICTORIA MEDINA HUSBAND AND WIFE (the "Borrower") dated SEPTEMBER 5, 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.

Terry L. Smith

Lender Signature

11/21/17

Date

By: Terry L. Smith

Title: Mortgage Documents Officer

MARCOS MEDINA

Borrower: MARCOS MEDINA

11-16-17

Date

Victoria Medina

Borrower: VICTORIA MEDINA

11/14/17

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date