Doc#. 1803701000 Fee: \$60.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 02/06/2018 09:23 AM Pg: 1 of 7

Loan No. °502889288

This Document Prepared By: MAGHAN TURNER 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

2004 Collin Tax/Parcel #: 28-36-419-008-0000

[Space Above This Line for Recording Pair] FHA VA Case No.: 703 137-8363092

Original Principal Amount: \$138,888.00 Unpaid Principal Amount: \$135,260.70

New Principal Amount: \$103,650.75 Capitalization Amount: \$0.00

170405493

### LOAN MODIFICATION AGREEMENT (MORTGACE)

This Loan Modification Agreement ("Agreement"), made this 18TH day of JANUARY, 2018, between SHARON R FERGUSON AN UNMARRIED WOMAN ("Borrower") whose address in 2714 HOLLYDALE DR, HOMEWOOD, ILLINOIS 60430 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 15, 2015 and recorded on JANUARY 13, 2016 in INSTRUMENT NO. 1601349338, 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

2714 HOLLYDALE DR, HOMEWOOD, ILLINOIS 60430

(Property Address)

HUD-HAMP 01092018\_356



the real property described being set forth as follows:

#### SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

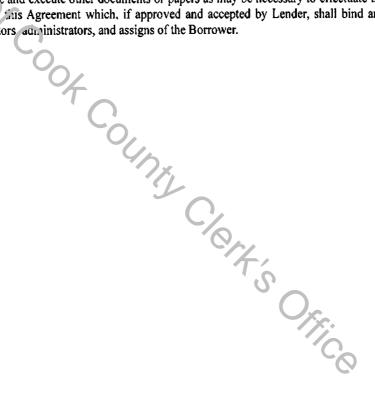
#### SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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 ot, FEBRUARY 1, 2018 the amount payable under the Note and the Security Instrument (the "Unprid ?rincipal Balance") is U.S. \$103,650.75, 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. \$0.00.
- 2. Borrower promises to par 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 4.1250%, from FEBRUARY I, 2018. Borrower promises to make monthly payments of principal and interest of U.S. \$ 502.34, beginning on the IST day of MARCH, 2018, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.1250% will remain in effect until principal and interest are paid in full. If on FEBRUARY 1, 2048 (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 achieved 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



- 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 lia ility for the underlying debt.
- Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in par. 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 his Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors aun inistrators, and assigns of the Borrower.



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# **UNOFFICIAL COPY**

In Witness Whereof, I have executed this Agreement.	
Mun K. Jerawan	1-23-18
Borrower: SHARON R FERGUSON	Date
[Space Below This Line for Acknowledgments]	·
BORROWER ACKNOWLEDGMENT	
State of ILLINOIS	
County of COOK	
This instrument was acknowledged before me on 123/18	
This instrument was acknowledged before me on	(date) by
SHARON R FERGUSON (name/s of person/s acknowledged).	
OFFICIAL SEAL	
HADIZAT OLAGUNJU	
Notary Public - STATE OF ILLINOIS	
(Seal) Printed Name: HAD 12477 (U) GUN COMMISSION EXPIRES:07/18/21	
My Commission expires:	
07(18)21 — ——————————————————————————————————	
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	<b>'C</b>
My Commission expires:	_0

In Witness Whereof, the Lender has executed this Agreement.

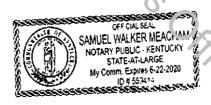
U.S. BANK N.A.

Leona a. O	lendup	1125118	
By Leona A. Hendrik	(print name)	Date	
Mor gave Document Officer	(title)		
[Sr	pace Below This Line for Acknow	viedgmentsj	
STATE OF RENTUCKY COUNTY OF DATIESS		et anter	
The foregoing instrumen, was ac	knowledged before me this	1/25/18	by
Leona A. Fiendrir		MENT OFFICER of U.S. BANI	K N.A., a
national association, on behalf of sa	id netional association.		

Notary Public

Printed Name: Sund Walker Meachan

My commission expires: <u>6-22-202</u>0



### EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by SHARON R FERGUSON AN UNMARRIED WOMAN to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST CENTENNIAL MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS for \$138,888.00 and interest, dated DECEMBER 15, 2015 and recorded on JANUARY 13, 2016 in INSTRUMENT NO. 1601349338.

This mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINE FOR FIRST CENTENNIAL MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS (assignor), to U.S. BANK NATIONAL ASSOCIATION (assignee), by assignment of mortgage dated JUNE 9, 20,7 and recorded on JUNE 12, 2017 in INSTRUMENT NO. 1716317042.



1803701000 Page: 7 of 7

## **UNOFFICIAL COPY**

#### **EXHIBIT A**

LOT 24 IN FIRST ADDITION TO PACESETTER HOLLYDALE OF THE NORTH 374.90 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WEST OF THE WEST LINE OF GOVERNOR'S HIGHWAY; EXCEPTING Droporty of Coot County Clerk's Office THEREFROM THE EAST 218 FEET OF THE NORTH 200 FEET) IN COOK COUNTY, ILLINOIS.