

UNOFFICIAL COPY

Doc#. 1804046115 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/09/2018 09:51 AM Pg: 1 of 7

This Document Prepared By:
RACHEL EDWARDS
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 #: 19-22-213-016-000

[Space Above This Line for Recording Data] _____
Original Principal Amount: \$157,102.00 FHA/VA Case No.: 703 137-7301322
Unpaid Principal Amount: \$157,116.53 Loan No: 9902804510
New Principal Amount: \$117,684.13
Capitalization Amount: \$0.00

170406930

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 5TH day of JANUARY, 2018, between EDITH C GARCIA INDIVIDUAL ("Borrower") whose address is 6447 S KEDVALE AVE, CHICAGO, ILLINOIS 60629 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 JULY 19, 2013 and recorded on AUGUST 8, 2013 in INSTRUMENT NO. 1322026179, 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

6447 S KEDVALE AVE, CHICAGO, ILLINOIS 60629
(Property Address)

UNOFFICIAL COPY

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 **FEBRUARY 1, 2018** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$117,684.13**, 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 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 **4.1250%**, from **FEBRUARY 1, 2018**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **570.36**, beginning on the **1ST** 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 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

UNOFFICIAL COPY

- (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.

UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

Borrower: EDITH C GARCIA

1/23/18
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 JAN-23-2018 (date) by

EDITH C GARCIA (name/s of person/s acknowledged).

[Signature]
Notary Public

(Seal)
Printed Name: Reyna J. Munoz


My Commission expires:
April-28-2018



UNOFFICIAL COPY

In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

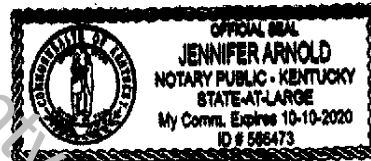

 By Leona A. Hendrix (print name) 11/29/18 Date
 Mortgage Document Officer (title)
 [Space Below This Line for Acknowledgments]

STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 11/29/2018 by Leona A. Hendrix, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a national association, on behalf of said national association.


 Notary Public

Printed Name: Jennifer Arnold
 My commission expires: 10/10/2020



UNOFFICIAL COPY

EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **EDITH C GARCIA INDIVIDUAL** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WINTRUST MORTGAGE, A DIVISION OF BARRINGTON BANK AND TRUST CO., N.A., A NATIONAL BANK** for **\$157,102.00** and interest, dated **JULY 19, 2013** and recorded on **AUGUST 8, 2013** in **INSTRUMENT NO. 1322026179**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WINTRUST MORTGAGE, A DIVISION OF BARRINGTON BANK AND TRUST CO., N.A., A NATIONAL BANK, ITS SUCCESSORS AND ASSIGNS** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **APRIL 29, 2014** and recorded on **MAY 14, 2014** in **INSTRUMENT NO. 1413413021**.

Loan Modification Agreement made by **EDITH C MARTINEZ F/K/A EDITH C GARCIA INDIVIDUAL** to **U.S. BANK N.A.** dated **OCTOBER 20, 2015** and recorded on **NOVEMBER 17, 2015** in **INSTRUMENT NO. 1532149166**. Modified amount is now **\$162,281.96**. Mortgage tax paid: **\$0.00**.

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

Legal Description: LOT 25 IN BLOCK 6 IN ARTHUR T. MCINTOSH'S CRAWFORD AVENUE ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 19-22-213-016-0000 Vol. 0399

Property Address: 6447 South Kedvale Avenue, Chicago, Illinois 60629

Property of Cook County Clerk's Office