

UNOFFICIAL COPY

Doc#. 1807446103 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/15/2018 10:37 AM Pg: 1 of 7

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

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
FAMS -- DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: 27-35-212-016-0000

[Space Above This Line for Recording Data] _____
Original Principal Amount: \$176,739.00 FHA/VA/RHS Case No.: 703 137-6977903
Unpaid Principal Amount: \$164,877.71 Loan No: 2200312636
New Principal Amount: \$183,685.86
Capitalization Amount: \$18,808.15

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 23RD day of JANUARY, 2018, between **MARK W MOUZAKIS A/K/A MARK MOUZAKIS, MARRIED KATHLEEN LEAVY** ("Borrower"), whose address is **17530 IROQUOIS TRCE, TINLEY PARK, ILLINOIS 60477** 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 **OCTOBER 26, 2012** and recorded on **NOVEMBER 15, 2012** in **INSTRUMENT NO. 1232035104, COOK COUNTY, ILLINOIS**, and (2) the Note, in the original principal amount of **U.S. \$176,739.00**, 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 **17530 IROQUOIS TRCE, TINLEY PARK, ILLINOIS 60477**



UNOFFICIAL COPY

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 **FEBRUARY 1, 2018** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$183,685.86**, 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. **\$18,808.15**.
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 **4.0000%**, from **FEBRUARY 1, 2018**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$876.94**, 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. If on **FEBRUARY 1, 2048** (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.

UNOFFICIAL COPY

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.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: **MARK W MOUZAKIS**

3-2-18
Date

[Signature]
Borrower: **KATHLEEN LEAVY** *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

3/2/18
Date

_____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

County of Cook

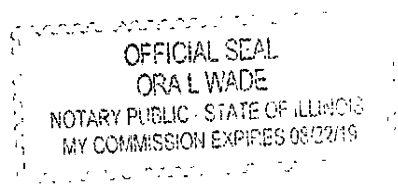
This instrument was acknowledged before me on 2 March 2018 (date) by

MARK W MOUZAKIS, KATHLEEN LEAVY (name/s of person/s acknowledged).

[Signature]
Notary Public

(Seal)
Printed Name: Oral Wade

My Commission expires: 8/22/19



UNOFFICIAL COPY

In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

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

3/7/18 Date

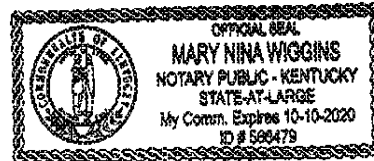
_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY
COUNTY OF DAVENESS

The foregoing instrument was acknowledged before me this 3-7-18 by Terry L. Smith, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a national association, on behalf of said national association.

Mary Nina Wiggins
Notary Public



Printed Name: Mary Nina Wiggins
My commission expires: 10/10/2020

UNOFFICIAL COPY

EXHIBIT A

LOT 16 IN POTTAWATOMI HIGHLANDS PHASE THREE, AS SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **MARK W MOUZAKIS A/K/A MARK MOUZAKIS, MARRIED KATHLEEN LEAVY** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR U.S. BANK N.A.** for \$176,739.00 and interest, dated **OCTOBER 26, 2012** and recorded on **NOVEMBER 15, 2012** in **INSTRUMENT NO. 1232035104**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR U.S. BANK N.A., ITS SUCCESSORS AND ASSIGNS** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **DECEMBER 5, 2013** and recorded on **DECEMBER 26, 2013** in **INSTRUMENT NO. 1336029047**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR U.S. BANK N.A., ITS SUCCESSORS AND ASSIGNS** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **FEBRUARY 13, 2015** and recorded on **FEBRUARY 24, 2015** in **INSTRUMENT NO. 1505517000**.

Loan Modification Agreement made by **MARK W MOUZAKIS A/K/A MARK MOUZAKIS, MARRIED TO KATHLEEN LEAVY** to **U.S. BANK N.A.** dated **FEBRUARY 27, 2015** and recorded on **APRIL 8, 2015** in **INSTRUMENT NO. 1509808152**. Modified amount is now \$171,452.20. Mortgage tax paid: \$0.00.