

# UNOFFICIAL COPY

Doc#: 1815206095 Fee: \$62.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/01/2018 11:13 AM 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

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

Tax/Parcel #: 29-22-403-023-0000

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
Original Principal Amount: \$128,627.00      FHA/VA/RHS Case No.: 703 137-8143508  
Unpaid Principal Amount: \$126,826.31      Loan No: 9902884357  
New Principal Amount: \$147,039.19  
Capitalization Amount: \$20,212.88

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 5TH day of MARCH, 2018, between CHARLOTTE GRIFFIN AN UNMARRIED WOMAN ("Borrower"), whose address is 16640 SCHOOL STREET, SOUTH HOLLAND, ILLINOIS 60473 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 AUGUST 14, 2015 and recorded on SEPTEMBER 9, 2015 in INSTRUMENT NO. 1525233089 AND RE-RECORDED ON NOVEMBER 5, 2015 IN INSTRUMENT NO. 1530922015, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$128,627.00, 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  
16640 SCHOOL STREET, SOUTH HOLLAND, ILLINOIS 60473



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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 **MARCH 1, 2018** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$147,039.19, 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. **\$20,212.88**.
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 **MARCH 1, 2018**. The Borrower promises to make monthly payments of principal and interest of U.S. \$712.63, beginning on the **1ST** day of **APRIL, 2018**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 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.

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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.

Property of Cook County Clerk's Office

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In Witness Whereof, I have executed this Agreement.

*Charlotte Griffin*  
Borrower: CHARLOTTE GRIFFIN

3-16-18  
Date

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

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on March 16, 2018 (date) by

CHARLOTTE GRIFFIN (name/s of person/s acknowledged).

*Monica R. Gross*  
Notary Public

(Seal)

Printed Name: Monica R. Gross

My Commission expires:  
Sep 5, 2018



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In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

Leona A. Hendrix  
By Leona A. Hendrix (print name)  
Mortgage Document Officer (title)

3/21/18  
Date

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

### LENDER ACKNOWLEDGMENT

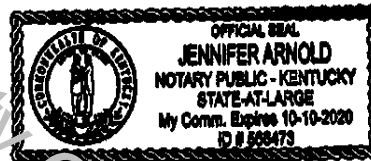
STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 3/21/2018 by Leona A. Hendrix, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a national association, on behalf of said national association.

Jennifer Arnold  
Notary Public

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



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## EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by CHARLOTTE GRIFFIN AN UNMARRIED WOMAN to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR PROSPECT MORTGAGE, LLC for \$128,627.00 and interest, dated AUGUST 14, 2015 and recorded on SEPTEMBER 9, 2015 in INSTRUMENT NO. 1525233089 AND RE-RECORDED ON NOVEMBER 5, 2015 IN INSTRUMENT NO. 1530922015.

This mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR PROSPECT MORTGAGE, LLC (assignor), to U.S. BANK NATIONAL ASSOCIATION (assignee), by assignment of mortgage dated FEBRUARY 12, 2016 and recorded on MARCH 11, 2016 in INSTRUMENT NO. 1607119061.



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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 CHARLOTTE GRIFFIN AN UNMARRIED WOMAN (the "Borrower") dated MARCH 5, 2018 (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. 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.

Leona A. Hendrix

Lender Signature  
By: Leona A. Hendrix  
Title: Mortgage Document Officer

3/21/18  
Date

Charlotte Griffin  
Borrower: CHARLOTTE GRIFFIN

3-16-18  
Date



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## EXHIBIT A

THE NORTH 2 FEET OF LOT 83 AND LOT 84 (EXCEPT THE NORTH 2 FEET THEREOF) IN CHAPMAN'S 6TH ADDITION TO TULIP TERRACE, BEING A SUBDIVISION OF PART OF LOT 7 IN COUNTY CLERKS DIVISION OF THE SOUTHEAST 1/4 OF SECTION 22, (RECORDED SEPTEMBER 12, 1888) AND ALSO PART OF LOT 3 AND ALL OF LOT 4 IN OWNERS SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22 TOGETHER WITH THAT PORTION OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF AFORESAID LOT 4 IN OWNERS SUBDIVISION; THENCE EAST TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH TO THE NORTH LINE OF AFORESAID LOT 3 IN OWNERS SUBDIVISION; THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO THE FOLLOWING IF ANY:

GENERAL REAL ESTATE TAXES NOT DUE AND PAYABLE AT THE TIME OF CLOSING, COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD, BUILDING LINES AND EASEMENTS SO LONG AS THEY DO NOT INTERFERE WITH THE CURRENT USE AND ENJOYMENT OF THE REAL ESTATE.

County Clerk's Office