

# UNOFFICIAL COPY

Doc#: 1815957023 Fee: \$62.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/08/2018 09:45 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**

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

Tax/Parcel #: 27-25-204-004-0000

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Original Principal Amount: \$139,428.00	FHA/VA/RHS Case No.:703 137-7441322
Unpaid Principal Amount: \$132,712.01	Loan No: 6800758453
New Principal Amount: \$161,817.08	
Capitalization Amount: \$29,105.07	

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 16<sup>TH</sup> day of MAY, 2018, between **CARLY A. GRANT, RAYMOND ROBERT GRANT WIFE AND HUSBAND** ("Borrower"), whose address is **16722 OCONTO AVE, 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 **MARCH 4, 2014** and recorded on **MARCH 26, 2014** in **INSTRUMENT NO. 1408504034, COOK COUNTY, ILLINOIS**, and (2) the Note, in the original principal amount of U.S. **\$139,428.00**, 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 **16722 OCONTO AVE, TINLEY PARK, ILLINOIS 60477**

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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, **JUNE 1, 2018** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$161,817.08**, 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. **\$29,105.07**.
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 **4.2500%**, from **JUNE 1, 2018**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$796.04**, beginning on the **1ST** day of **JULY, 2018**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 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**

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**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.



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In Witness Whereof, I have executed this Agreement.

Carly A Grant  
Borrower: **CARLY A. GRANT**

5-25-18

Date

[Signature]  
Borrower: **RAYMOND ROBERT GRANT**

5-25-18

Date

\*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

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

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of Cook

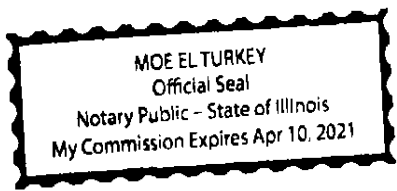
This instrument was acknowledged before me on May, 25<sup>th</sup>, 2018 (date) by

CARLY A. GRANT, RAYMOND ROBERT GRANT (name/s of person/s acknowledged).

[Signature]  
Notary Public

(Seal)

Printed Name: Moe El Turkey



My Commission expires:  
April, 10<sup>th</sup>, 2021



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In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

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

6/1/18  
Date

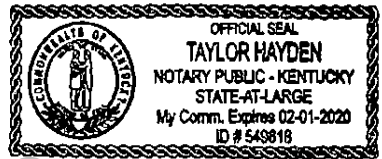
\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

### LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 6/1/18 by Lena A Hendrix, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a national association, on behalf of said national association.

Taylor Hayden  
Notary Public



Printed Name: Taylor Hayden  
My commission expires: 2-1-2020



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## EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **CARLY A. ZIEGLER, A SINGLE WOMAN** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COMMAND CAPITAL MORTGAGE SERVICES, LLC** for **\$139,428.00** and interest, dated **MARCH 4, 2014** and recorded on **MARCH 26, 2014** in **INSTRUMENT NO. 1408504034**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COMMAND CAPITAL MORTGAGE SERVICES, LLC, ITS SUCCESSORS AND ASSIGNS** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **JULY 21, 2015** and recorded on **JULY 22, 2015** in **INSTRUMENT NO. 1520347010**.



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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 **CARLY A. GRANT, RAYMOND ROBERT GRANT WIFE AND HUSBAND** (the "Borrower") dated **MAY 16, 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. 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.

Leona A. Hendrix

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

6/1/18  
Date

Carly A Grant

Borrower: **CARLY A. GRANT**

5.25.18  
Date

Raymond Robert Grant

Borrower: **RAYMOND ROBERT GRANT**

5.25.18  
Date



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## Exhibit A

LOT 4 IN BLOCK 3 IN TINLEY HEIGHTS UNIT NO. 1, A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 23, 1959 AS DOCUMENT NUMBER 17718893, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office