

# UNOFFICIAL COPY

Doc#: 1822908006 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/17/2018 09:23 AM Pg: 1 of 7

This Document Prepared By:  
**JAMES POWELL**  
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 #: 16-04-223-023-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$175,518.00

FHA/VA Case No.: 703 137-8455846

Unpaid Principal Amount: \$173,560.92

Loan No.: 902893469

New Principal Amount: \$146,859.54

Capitalization Amount: \$0.00

180194240

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 31ST day of JULY, 2018, between MARCO A. GONZALEZ, ROCIO GONZALEZ ("Borrower") whose address is 5050 W DIVISION ST, CHICAGO, ILLINOIS 60651 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 MAY 3, 2016 and recorded on MAY 13, 2016 in INSTRUMENT NO. 1613404017, 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

5050 W DIVISION ST, CHICAGO, ILLINOIS 60651

(Property Address)

the real property described being set forth as follows:

HUD-HAMP 03132018\_356

 9902893469

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**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, **SEPTEMBER 1, 2018** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$146,859.54**, 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 **4.7500%**, from **SEPTEMBER 1, 2018**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 766.09**, beginning on the **1ST** day of **OCTOBER, 2018**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.7500%** will remain in effect until principal and interest are paid in full. If on **SEPTEMBER 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 amount 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

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- (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.

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In Witness Whereof, I have executed this Agreement.

Borrower: MARCO A. GONZALEZ

8/8/18

Date

8/8/18

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

Date

[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on August 8<sup>th</sup>, 2018 (date) by

MARCO A. GONZALEZ, ROCIO GONZALEZ (name/s of person/s acknowledged).

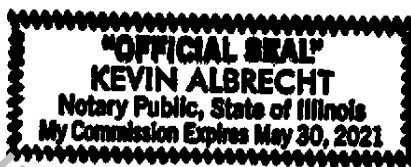
Kevin Albrecht

Notary Public  
(Seal)

Printed Name: Kevin Albrecht

My Commission expires:

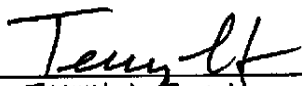
05/30/2021



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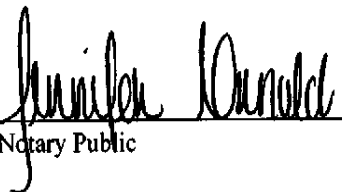
In Witness Whereof, the Lender has executed this Agreement.

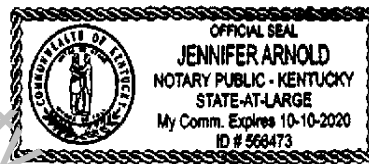
U.S. BANK N.A.

  
 By Terry L. Smith (print name) 8/13/18 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 8/13/2018 by  
Terry L. Smith, 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

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## EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **MARCO A. GONZALEZ, A MARRIED MAN** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WINTRUST MORTGAGE, A DIVISION OF BARRINGTON BANK AND TRUST CO., N.A.** for **\$175,518.00** and interest, dated **MAY 3, 2016** and recorded on **MAY 13, 2016** in **INSTRUMENT NO. 1613404017**.

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.** IT'S SUCCESSORS AND ASSIGNS (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **FEBRUARY 15, 2017** and recorded on **FEBRUARY 16, 2017** in **INSTRUMENT NO. 1704757138**.

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## Exhibit A

**Lot 24 and the West 5 feet of Lot 25 in Block 6 in St. Paul Park Addition, being a Subdivision in the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.**

Property of Cook County Clerk's Office