UNOFFICIAL COPY

Doc#. 2121828712 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 08/06/2021 03:47 PM Pg: 1 of 6

After recording please mail to: ServiceLink Attn: Loan Modification Solutions 3220 El Camino Real Irvine, CA 92602

This instrument was prepared by: Withbey Austin U.S. BANK N.A.
4801 FREDEPICA ST
OWENSBOR J. KY 42301

Permanent Index Number: 19-10-407-036-0000

-[Space Above This Line For Recording Data]

Loan No.: 9902507054

FHA/VA Case No. 137-6257925

Investor Loan No: 0207300299

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1st day of July, 2021, between LUIS A. MARRON, MARRIED TO ALMA R. HERNANDEZ ("Borrower") U.S. Bank National Association ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated May 13, 2011 and in the amount of \$180,310.00 and recorded on June 12, 2011 in Book, Volume, or Liber No.

(or as Instrument No. 1116433071), of the Official Records of COOK,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:

5201 S TRIPP AVE, CHICAGO, IL 60632 [Property Address]

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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):

Loan Modification Agreement-Single Family-Fannie Mae Uniform Instrument

59650IL 05/19



2121828712 Page: 2 of 6

UNOFFICIAL COPY

- 1. As of **July 1, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$165,051.91, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 3.250%, from July 1, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$938.95, beginning on the 1st day of August, 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.250% will remain in effect until principal and interest are paid in full. If on June 1, 2041 (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 European 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 Borrow r 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 vithout 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; and
 - 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 were referred to in (a) above.
- 5. Borrower understands and agrees that:
 - a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument



UNOFFICIAL COPY

shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- c) 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.
- d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.
- Borrover authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Time! Parties that can assist Lender and Borrower in obtaining a foreclosure prevention, alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarante is or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in councition with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third range.

By checking this box, Borrower also consents to being cortacled by text messaging .

Borrower - LUIS A. MARRON

Borrower - LUIS A. MARRON

Date: 7/5/201

Date: 7/5/201

Date: 7/5/201

Borrower - ALMA R. HERNANDEZ *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument

59650IL 05/19



2121828712 Page: 4 of 6

UNOFFICIAL COPY

ACKNOWLEDGMENT

State of <u>Iliyois</u>	§	
County of Cook	§ §	
The foregoing instrument was LUIS A. MARRON AND ALMA R.	as acknowledged before n HERNANDEZ.	ne this JULY 5 th , 2021 by
	Signature of TAY Printed Nam	Person Taking Acknowledgment Or C. Stephens

(Seal TAYLOR C STEPHENS Official Seal Notary Public - State of Illinois My Commission Expires Oct 8, 2023 Of County Clart's Office

2121828712 Page: 5 of 6

UNOFFICIAL C

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE U.S. Bank National Association JUL 2 9 2021 By: -Lender Date of Lender's Signature Charyce Harper Mortgage Document Officer **ACKNOWLEDGMENT** State of 8888 County of Notice is JUL 29 2021 The foregoing instrument was acknowledged before me this by Charyce Horper of U.S. Bank National Association a Delaware Corporation, on behalf of the Corporation. Morigage Document Officer Signature of Person Taking Acknowledgment JERRY D. LEFTWICH NOTARY PUBLIC STATE AT LARGE KENTUCKY ID # KYNP12860 MY COMMISSION EXPIRES 08/13/2024 Serial Number, if any: * MP(130) pire. My Commission Expires: W 11674 (Seal)

Page 5 of 6

Loan Modification Agreement-Single Family - Fannie Mae Uniform Instrument

596501L 05/19

2121828712 Page: 6 of 6

UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): LUIS A. MARRON, MARRIED TO ALMA R. HERNANDEZ

LOAN NUMBER: 9902507054

LEGAL DESCRIPTION:

STATE OF LLINOIS, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE FOLLOWING DESCRIBED PARCEL OF LAND IN COOK COUNTY, ILLINOIS WHICH LIES NORTH WESTERLY OF A LINE WHICH IS NORTH WESTERLY OF PARALLEL WITH DISTANCE 25 FEET BY RECTANGULAR MEASUREMENT FROM THE CENTER LINE OF THE MOST NORTHERLY TRACT OF THE INDIANA HARBOR BELT RAILROAD COMPANY AS NOW LGCATED AND CONSTRUCTED SAID PARCEL IS DESCRIBED AS FOLLOWS: ALL OF THAT PART OF THE SOUTH 280 FEET OF THE NORTH 346 FEET OF THE EAST HALF OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT 33 FEET WEST OF THE NORTH EAST CORNER OF SAID SOUTH 280 FEET, THENCE WESTERLY 267.44 FEET THENCE SOUTHERLY 153.4 FEET AT RIGHT ANGLES TO LAST DESCRIBED COURSE, THENCE NOT THEASTERLY TO A POINT IN A LINE 33 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTH 280 FEET 16.85 FEET SOUTH OF THE PLACE OF BEGINNING, THENCE NORTH TO THE PLACE OF BEGINNING, ALSO ALL THAT PART OF THE FOLLOWING DESCRIRED LOT WHICH LIES NORTHWESTERLY OF A LINE WHICH IS NORTH WESTERLY OF PARALLEL WITH AN DISTANCE 25 FEET BY RECTANGULAR MEASUREMENT FROM THE CENTER LINE OF THE MOST NORTHERLY TRACK OF THE INDIAN HARBOR BELT RAILROAD COMPANY AS NOW LOCATED AND CONSTRUTED SAID LOT BEING DESCRIBED AS FOLLOWS: LOT 24 (EXCEPT THAT PART, IF ANY, TAKEN FOR WIDENING OF TRIPP AVENUE) IN BLOCK 4 IN ARCHER HEIGHTS, A SUBDIVISION OF PART OF THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS SOM CO

Permanent Index Number: 19-10-407-036-0000

ALSO KNOWN AS: 5201 S TRIPP AVE, CHICAGO, IL 60632

