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Doc#: 2129949141 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/26/2021 11:51 AM 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: **Whitney Austin**
U.S. BANK N.A.
4801 FREDERICK ST
OWENSBORO, KY 42301



Permanent Index Number: 17-21-409-034-1028

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210 143493
JSB

Loan No.: 3300288464

FHA/VA Case No. 282860923052

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 7th day of **October, 2021**, between **JAMES D ETHELL JR AND ROSEMARIE C BADALAMENTE, HUSBAND AND WIFE** ("Borrower"), **U.S. BANK N.A.** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **March 2, 2020** and in the amount of **\$317,928.00** and recorded on **March 5, 2020** in Book, Volume, or Liber No. _____, at Page _____ (or as Instrument No. **2006547133**), 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:

1812 S STATE ST, CHICAGO, IL 60616
[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):



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1. As of **July 1, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$324,319.35**, 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. **\$1,411.46**, 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 **July 1, 2051** (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 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; 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. 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



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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.
- e) 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.
- f) Borrower 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 Third 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, guarantees, 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 connection 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 Parties.

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

Rosemarie C Badalamente
Borrower **ROSEMARIE C. BADALAMENTE**

Date: 10/16/21

James D Ethell Jr
Borrower - **James D Ethell Jr**

Date: 10/16/21



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ACKNOWLEDGMENT

State of IL

County of Cook

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§
§

The foregoing instrument was acknowledged before me this Nancy Poon by
ROSEMARIE C. BADALAMENTE AND JAMES D ETHELL JR.



Nancy Poon
Signature of Person Taking Acknowledgment

Nancy Poon
Printed Name

Banker
Title or Rank

(Seal)

Serial Number, if any: _____



* 3 3 0 0 2 8 8 4 6 4 *

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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
U.S. BANK N.A.

By: *Misty Sandefur*
-Lender

OCT 21 2021 Misty Sandefur
Mortgage Document Officer
Date of Lender's Signature

ACKNOWLEDGMENT

State of Kentucky
County of Daviess

§
§
§

The foregoing instrument was acknowledged before me this OCT 21 2021 by _____ of U.S. BANK N.A. a Delaware Corporation, on behalf of the Corporation.

Misty Sandefur
Mortgage Document Officer

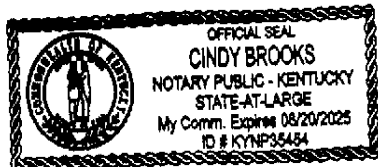
Cindy Brooks
Signature of Person Taking Acknowledgment

Cindy Brooks
Printed Name

Notary
Title or Rank

Serial Number, if any: KYNP35454

My Commission Expires: 8/20/25



(Seal)



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EXHIBIT A

BORROWER(S): JAMES D ETHELL JR AND ROSEMARIE C BADALAMENTE, HUSBAND AND WIFE

LOAN NUMBER: 3300288464

LEGAL DESCRIPTION:

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

PARCEL 1: UNIT QP-28 IN THE DEARBORN VILLAGE CONDOMINIUM IV AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE SOUTH 1/2 OF LOTS 5 AND ALL OF LOTS 8, 9, 12 AND 13 IN BLOCK 15 IN CANAL TRUSTEE'S NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE EAST 1/2 OF THE VACATED 30 FOOT ALLEY WHICH LIES SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF SAID LOT 5 AND NORTH OF THE SOUTH LINE OF SAID LOT 13 (THE SOUTH LINE OF SAID LOT 13 ALSO BEING THE NORTH LINE OF WEST 19TH STREET) ALL IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 08148396 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS. PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF QP-28, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID RECORDED AS DOCUMENT NUMBER 08148396.

Permanent Index Number: 17-21-409-034-1028

ALSO KNOWN AS: 1812 S STATE ST, CHICAGO, IL 60616

