

Illinois Anti-Predatory Lending Database Program

Doc#: 2205417173 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 02/23/2022 02:25 PM Pg: 1 of 7

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 08-09-205-019-0000**

Address:

Street: 1002 S DUNTON AVE **220022835 USB**

Street line 2:

City: ARLINGTON HEIGHTS **State:** IL **ZIP Code:** 60005

Lender: U.S. BANK N.A.

Borrower: RYAN P CIOLINO AND ALEX N CIOLINO

Loan / Mortgage Amount: \$245,568.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity or person.

Certificate number: 252AC254-E747-47BC-931A-0DE103823F85

Execution date: 2/21/2022

UNOFFICIAL COPY

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

This instrument was prepared by:
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301


Kasey Render

Permanent Index Number: 08-09-205-019-0000

[Space Above This Line For Recording Data]

22022835
JB

Loan No.: 9902871612

FHA/VA Case No. 282860834849

Investor Loan No: 282800834849

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 31st day of January, 2022, between RYAN P CIOLINO AND ALEX N CIOLINO, 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 December 15, 2014 and in the amount of \$245,568.00 and recorded on December 31, 2014 in Book, Volume, or Liber No. , at Page (or as Instrument No. 1436549063), 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:

1002 S DUNTON AVE, ARLINGTON HEIGHTS, IL 60005
[Property Address]

the real property described being set forth as follows:

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



UNOFFICIAL COPY

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 **February 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$196,452.04**, 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 **3.750%**, from **February 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$909.80**, beginning on the **1st** day of **March, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.750%** will remain in effect until principal and interest are paid in full. If on **February 1, 2052** (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.

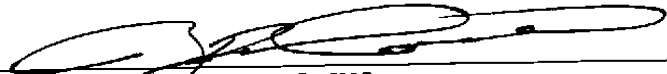


UNOFFICIAL COPY

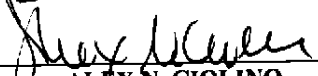
- b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any 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 .


 Borrower - RYAN P. CIOLINO

Date: 2/7/22


 Borrower - ALEX N. CIOLINO

Date: 2/7/22



UNOFFICIAL COPY

ACKNOWLEDGMENT

State of ILLINOIS

County of Cook

1000 1000 1000

The foregoing instrument was acknowledged before me this February 07 2022 by **RYAN P. CIOLINO AND ALEX N. CIOLINO.**

Stacey Giacomini

Signature of Person Taking Acknowledgment

Stacey Giacomini

Printed Name

Notary Public

Title or Rank



(Seal)

Serial Number, if any: 834952

PROPERTY OF COOK COUNTY CLERK'S OFFICE



UNOFFICIAL COPY

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

By: AS FEB 15 2022
Garrett Scott -Lender Date of Lender's Signature
Assistant Vice President

ACKNOWLEDGMENT

State of Kentucky §
County of Davless §

FEB 15 2022

The foregoing instrument was acknowledged before me this FEB 15 2022 by
Garrett Scott of U.S. BANK N.A. a Delaware Corporation, on behalf of the
Corporation.

MT
Signature of Person Taking Acknowledgment

Michelle Tenda
Printed Name Notary

Title or Rank

Serial Number, if any: KYNP12861

My Commission Expires: 8-13-24

MICHELLE A. TRENDA
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
ID # KYNP12861
MY COMMISSION EXPIRES 08/13/2024

(Seal)



UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): RYAN P CIOLINO AND ALEX N CIOLINO, HUSBAND AND WIFE.

LOAN NUMBER: 9902871612

LEGAL DESCRIPTION:

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

THE NORTH 1/2 OF LOT 154 IN R.A. CEPEK'S ARLINGTON HIGHLANDS, A SUBDIVISION OF PARTS OF SECTIONS 4 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PARTS OF SECTIONS 31 AND 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. STREET ADDRESS: 1002 S. DUNTON AVENUE CITY: ARLINGTON HEIGHTS COUNTY: COOK TAX NUMBER: 08-09-205-019-0000

Permanent Index Number: 08-09-205-019-0000

ALSO KNOWN AS: 1002 S DUNTON AVE, ARLINGTON HEIGHTS, IL 60005

