

# UNOFFICIAL COPY

Doc#: 2323629018 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 08/24/2023 10:49 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:  
U.S. Bank National Association  
Melissa Beitler  
2800 Tamarack Road  
OWENSBORO, KY 40301

Permanent Index Number: 28-17-222-009-0000

[Space Above This Line For Recording Data]

23031875  
USB

Loan No.: 9903132286

FHA/VA Case No. 138-0244984

269941

Investor Loan No: 0224820735

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1st day of August, 2023, between PATRICK T MURPHY, AN UNMARRIED MAN. ("Borrower"), U.S. Bank National Association ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated August 16, 2019 and in the amount of \$213,069.00 and recorded on August 20, 2019 in Book, Volume, or Liber No. \_\_\_\_\_, at Page \_\_\_\_\_ (or as Instrument No. 1923206154), 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:

5913 ROB ROY DR, OAK FOREST, IL 60452

[Property Address]

the real property described being set forth as follows:

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



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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 **August 1, 2023**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$248,154.86** consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$25,932.04** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$222,222.82**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **7.500%**, from **August 1, 2023**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,462.38**, beginning on the **1st** day of **September, 2023**, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of **7.500%** will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be **August 1, 2063**.
3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and the Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
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 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



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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 \_\_\_\_\_  
 - PATRICK T. MURPHY

Date: 07/12/2023



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## ACKNOWLEDGMENT

State of Illinois  
County of Cook

§  
§  
§

The foregoing instrument was acknowledged before me this August 17, 2023 by **PATRICK T. MURPHY.**



Mary J. Krueger  
Signature of Person Taking Acknowledgment  
Mary J. Krueger  
Printed Name  
Assistant Branch Manager  
Title or Rank  
Serial Number, if any: 675617



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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
U.S. Bank National Association

By: [Signature] Maggie Ford AUG 18 2023  
Mortgage Document Officer  
-Lender Date of Lender's Signature

### ACKNOWLEDGMENT

State of Kentucky  
County of Davless

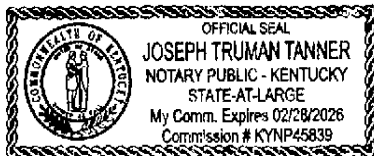
§  
§  
§

AUG 18 2023

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_ of U.S. Bank National Association a Delaware Corporation, on behalf of the Corporation.

Maggie Ford  
Mortgage Document Officer

[Signature]  
Signature of Person Taking Acknowledgment



Joseph Truman Tanner  
Printed Name Notary

\_\_\_\_\_  
Title or Rank

Serial Number, if any: KYNP45839

My Commission Expires: 2/28/26

(Seal)



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## EXHIBIT A

**BORROWER(S): PATRICK T MURPHY, AN UNMARRIED MAN.**

**LOAN NUMBER: 9903132286**

**LEGAL DESCRIPTION:**

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

**FOR APN/PARCEL ID(S): 28-17-223-009-0000 LOT 9 IN BLOCK 11 IN WARREN J. PETERS CASTLETOWNE SUBDIVISION UNIT NO.2, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTH 60 ACRES OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF OUTLOT 'A' IN CASTLETOWNE SUBDIVISION UNIT NO. 1, ACCORDING TO PLAT OF SAID WARREN J. PETER'S CASTLETOWNE SUBDIVISION UNIT NO.2 FILED MARCH 11, 1963 AS LR2080825**

**Permanent Index Number: 28-17-223-033-0300**

**ALSO KNOWN AS: 5913 ROB ROY DR, OAK FOREST, IL 60452**

