

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 09/18/2023 12:16 PM Pg: 1 of 8

Recording Requested By/Return To:  
**U.S. BANK FULFILLMENT  
SERVICES  
999 TECH ROW, #200  
MADISON HEIGHTS, MICHIGAN  
48071**

This Instrument Prepared By:  
**U.S. BANK NATIONAL  
ASSOCIATION  
4801 FREDERICA ST  
OWENSBORO, KENTUCKY 42301**

[Space Above This Line For Recording Data]

## LOAN MODIFICATION AGREEMENT

**Property Address: 5451 W  
HADDON AVE, CHICAGO,  
ILLINOIS 60651-0000**

**Loan Number 9902851464  
FHA Case Number 137-7717521**

This Loan Modification Agreement ("Agreement"), effective on **1ST DAY OF SEPTEMBER, 2023**, between **DANISHA WALLACE, UNMARRIED ("Borrower")**, and **U.S. BANK NATIONAL ASSOCIATION ("Lender")**, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), if any, dated **JUNE 30, 2014** and recorded in **COOK COUNTY JULY 2, 2014 INSTRUMENT NO. 1418316097** and (2) the Note in the original principal sum of **U.S. \$136,853.00**, 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

**5451 W HADDON AVE, CHICAGO, ILLINOIS 60651 0000**

(Property Address)

the real property described being set forth as follows:

### LEGAL DESCRIPTION:

**THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF COOK, CITY OF CHICAGO AND STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: LOT 23 IN E.A. CUMMINGS AND COMPANY'S HADDON AVENUE ADDITION TO AUSTIN, BEING A SUBDIVISION OF THE WEST 1290.20 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 36 IN E.A. CUMMINGS AND COMPANY'S PINE AVENUE ADDITION TO AUSTIN IN THE SOUTHWEST 1/4 OF SECTION 4, IN COOK COUNTY, ILLINOIS RECORDED IN INSTRUMENT NO. 1418316097 PARCEL ID: 16-04-303-008**

Tax Parcel No.: **16-04-303-008**

FHA LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT  
1/01 (rev. 10/16)  
91003003v23.4  
Version 08\_28\_2023\_13\_00\_39

Form 3179

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In consideration of mutual promises and agreements exchanged, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **SEPTEMBER 01, 2023**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$123,476.10**, 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 **7.2500%**, from **SEPTEMBER 01, 2023**. Borrower promises to make monthly payments of principal and interest of U.S. **\$842.32**, beginning on the **1ST DAY OF OCTOBER, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **7.2500%** will remain in effect until principal and interest are paid in full. If on **SEPTEMBER 01, 2053**, (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.

The terms in this paragraph shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate or for a graduated or growing-equity payment schedule.

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 may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
5. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to



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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 Agreement Date set forth 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.

6. 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 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) If permitted by applicable law, all costs and expenses incurred by Lender in connection with this Agreement, including attorney's fees and costs, 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's information including, but not limited to (i) name, address, and telephone



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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, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

- (g) In any foreclosure action dismissed as a result of entering into this Agreement, Borrower will remain liable for and bear his or her own attorney fees and costs incurred in connection with such action, if permitted by applicable law.
  - (h) The mortgage insurance premiums on Borrower's Loan may increase and the date on which Borrower may request cancellation of mortgage insurance may change as a result of the loan modification.
  - (i) Any Borrower who co-signed the Security Instrument but did not execute the Note (a "Co-signer") and has not assumed the debt: (a) is co-signing this Agreement only to acknowledge the Agreement; (b) is not personally obligated to pay the sums secured by the Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without the Co-signer's consent.
7. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.
8. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.



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Whereof, Lender and Borrower have executed this Modification Agreement as of the dates indicated below.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

Property of Cook County Clerk's Office

FHA LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT  
1/01 (rev. 10/16)  
91003003v23.4  
Version 08\_28\_2023\_13\_00\_39

Form 3179

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In Witness Whereof, the Borrower(s) have executed this agreement.

Danisha Wallace

Borrower - DANISHA WALLACE

Date: 9.5.23

State of ILLINOIS )

County of Cook )  
Enter County Here

This instrument was acknowledged before me on September 5, 2023  
by DANISHA WALLACE.



Tammika Lee  
Signature of Notary Public

My Commission expires: 02/18/2024



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Loan Number 9902851464

In Witness Whereof, the Lender has executed this Agreement.

Lender

**U.S. BANK NATIONAL ASSOCIATION**

By: Lee Ann Drake

Printed Name: Lee Ann Drake  
Mortgage Document Officer

Title: \_\_\_\_\_

Date: 9/14/23



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State of KENTUCKY  
County of DAVIESS

The foregoing instrument was acknowledged before me this 11 day of

Lee Ann Drake  
Mortgage Document Officer

September 2023, by \_\_\_\_\_ of U.S.  
BANK NATIONAL ASSOCIATION a Delaware National Association, on behalf of the National Association

(Seal, if any)

Caryn Lynette Trout  
(Signature of person taking acknowledgment)

CARYN LYNETTE TROUT  
NOTARY PUBLIC  
STATE OF KENTUCKY  
ID # KYNP12862  
MY COMMISSION EXPIRES 08/13/2024

Caryn Lynette Trout Caryn Lynette Trout  
(Title or rank) NOTARY NOTARY  
KYNP 12862  
(Serial number, if any)

My Commission expires: 8/13/24

