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Doc#: 0516006184
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 06/09/2005 03:38 PM Pg: 1 of 4

PREPARED BY:

Moss Codilis, L.L.P.
475 CrossPoint Parkway
Getzville, NY 14068
Preparation by: Stephanie Seitz

Loan No. 002272931

SPACE ABOVE THIS LINE FOR RECORDER'S USE

20534912

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 22 day of April, 2005, between **DEBORAH GILBERT**, a single person ("Borrower(s)"), and **Bank of America, N.A., successor by merger to FA Mortgage, LLC, as successor in interest by merger with NationsBanc Mortgage Corporation**, ("Lender") current holder of the Note and Security Instrument hereinafter described, amends and supplements (1) the Note dated **January 29, 1999**, made in the amount of **\$79,808.00**, and (2) the Security Instrument dated **January 29, 1999**, and recorded **April 14, 1999**, recorded as **Document No. 99356774** in the official records of **Cook County** which covers the real property described in said Security Instrument, located at: **343 HYDE PARK AVENUE, BELLWOOD, IL 60104** ("Property"), and more particularly described as:

LOT 22 (EXCEPT THE NORTH 15.63 FEET) AND THE NORTH 8.48 FEET OF LOT 21 IN BLOCK 3 IN HULBERT'S ST. CHARLES ROAD SUBDIVISION BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID/PARCEL NUMBER: 15-08-234-100-0000

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 **June 1, 2005**, the amount payable under the Note and the Security Instrument is **\$74,844.59** ("Unpaid Principal Balance"). The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of **\$10,008.69** have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over **321** months. When payments resume on **July 1, 2005**, the New Unpaid Principal Balance will be **\$84,853.28**.

S-Y
P-4
S-Y
M-Y
M-11

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2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of **6.000%** from **June 1, 2005**, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of **\$531.46** beginning **July 1, 2005**, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on **March 1, 2032**, ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

Borrower(s) shall make the monthly payments described herein at Bank of America Mortgage, 475 CrossPoint Pkwy., P.O. Box 9000, Getzville, NY 14068-9000, or at such other place that Lender may designate.

3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note, Security Instrument and /or this Agreement without further notice or demand on the Borrower(s).

4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for 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 or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Agreement, the Note and Security Instrument will remain unchanged and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.

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LENDER:

Date: 5-9-05

Bank of America, N.A., successor by merger to BA Mortgage, LLC, as successor in interest by merger with NationsBanc Mortgage Corporation, current holder of the Note and Security Instrument

BY: Shelley A. Andrees

(Print Name and Title) SHELLEY A. ANDREES
ASSISTANT VICE PRESIDENT

Mary Prokaski

Witness Signature
MARY PROKASKI

Print Name

Thomas H. Carter

Witness Signature
Thomas H. Carter

Print Name

STATE OF NEW YORK)

COUNTY OF ERIE)

On May 9, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared SHELLEY A. ANDREES, ASST. Vice President [] personally known to me - OR - [] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. *BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BA MORTGAGE, LLC AS SUCCESSOR IN INTEREST BY MERGER WITH NATIONS BANC MORTGAGE CORPORATION
WITNESS my hand and official seal.

Karen Y. Wimes
Signature of Notary

KAREN Y. WIMES
Notary Public, State of New York
Qualified in Erie County

Printed Name
My Commission Expires Oct. 29, 2008

My commission expires: _____

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BORROWER(S):

Date: 4-22-05

Deborah Gilbert

DEBORAH GILBERT

Steve P. ...

Witness Signature

Steve P. ...

Print Name

Sam Elhaj

Witness Signature

SAM ELHAJ

Print Name

STATE OF ILLINOIS

COUNTY OF COOK

On 4/22/05, before me, the undersigned, a Notary Public in and for said State, personally appeared DEBORAH GILBERT, [] personally known to me - OR - [] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

M. Patrick Richter
Signature of Notary

M. Patrick Richter
Printed Name

My commission expires: 3/8/09

