



Doc#: 0617217018 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/21/2006 03:29 PM Pg: 1 of 5

20626830

RECORD AND RETURN TO:
OLD REPUBLIC TITLE COMPANY
320 SPRINGSIDE DRIVE
SUITE 320
AKRON, OH 44333
ATT: POST CLOSING/RECORDING

Prepared By: Borrie Bryk

6560 Greenwood Plaza Blvd, Ste 100, Englewood CO 80111

Loan No. 0029713823

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 22 day of November, 2005 between CONSTANCE BLACKWELL and JAMES A BLACKWELL III and LATANYA D BLACKWELL, signing for the sole purpose of perfecting homestead interest, ("Borrower(s)"), and Bank of America, N.A., with offices at 475 CrossPoint Parkway, Getzville, NY 14068, ("Lender") current holder of the Note and Security Instrument hereinafter described, amends and supplements (1) the Note dated April 24, 2001, made in the amount of \$101,400.00, and (2) the Security Instrument dated April 24, 2001, and recorded May 7, 2001, as Document No. 0010377678, in the official records of Cook County which covers the real property described in said Security Instrument, located at: 18430 KEDZIE AVENUE, HOMEWOOD, IL 60430 ("Property"), and more particularly described as:

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

TAX ID/PARCEL NUMBER: 31-02-202-007-1084

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 **January 1, 2006**, the amount payable under the Note and the Security Instrument is **\$97,098.81** ("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 **\$5,115.67** have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over **360** months. When payments resume on **February 1, 2006**, the New Unpaid Principal Balance will be **\$102,214.48**.

yes
JB
yes
cm

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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 **7.875%** from **January 1, 2006**, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of **\$741.13** beginning **February 1, 2006**, 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 **January 1, 2036**, ("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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BORROWER(S):

Date: November 22, 2005

Constance Blackwell
CONSTANCE BLACKWELL

James A. Blackwell III
JAMES A BLACKWELL III
Latanya D. Blackwell
LATANYA D BLACKWELL, signing for the
sole purpose of perfecting homestead interest

Antonio D. Blackwell
Witness Signature
Antonio D. Blackwell
Print Name

Stephanie M. Blackwell
Witness Signature
Stephanie M. Blackwell
Print Name

STATE OF Illinois)
COUNTY OF Cook)

On November 22, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared CONSTANCE BLACKWELL and JAMES A BLACKWELL III and LATANYA D BLACKWELL, [] 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.

Mib Bramlette
Signature of Notary
OFFICIAL SEAL
Mib Bramlette
Notary Public, State of Illinois
My Commission Exp. 05/07/2007
Printed Name

My commission expires: _____

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LENDER:

Date: 5/11/06

Bank of America, N.A., current holder of the Note and Security Instrument

BY: Shelley A. Andrees

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

[Signature]
Witness Signature

Shelley M. Jarmon
Print Name

Shelley A. Andrees
Witness Signature

SHELLEY A. ANDREES
Print Name

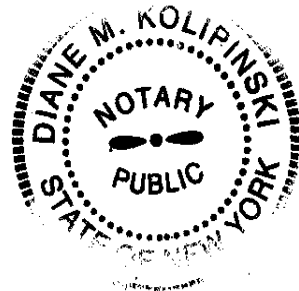
STATE OF NEW YORK)
COUNTY OF ERIE)

On 5/11/06, before me, the undersigned, a Notary Public in and for said State, personally appeared shelley a. andrees, a/v/p
[A] 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.

[Signature]
Signature of Notary

DIANE M. KOLIPINSKI
Notary Public - State of New York
Reg. No. OTKO4961563
Qualified in Erie County
My Commission Expires 2-5-2010



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EXHIBIT "A"

UNIT 18430-2B IN PINETREE CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): THAT PART OF THE NORTH 10 ACRES OF THE SOUTH ½ OF NORTHEAST ¼ OF NORTHEAST ¼ OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS "PARCEL", WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM MADE BY LASALLE NATIONAL BANK UNDER TRUST NO. 47610 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2347813, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

THIS PROPERTY IS KNOWN AS: 18430 KEDZIE AVENUE 2B, HOMEWOOD, ILLINOIS 60430

TAX ID/PARCEL NUMBER 31-02-202-007-1084

Cook County Clerk's Office