

When recorded mail to: **MOD REC**
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114
Attn: National Recordings 1120

5444819

41224544 (5)

Loan No. 6427888380

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **23** day of **July 2009**, between **COLIN WILLIAMS**, ("Borrower(s)"), and **Bank of America, N.A.**, with offices at 275 South Valencia Avenue, Brea, CA 92323-6340, ("Lender") current holder of the Note and assignee of the Security Instrument hereinafter described, amends and supplements (1) the Note dated **June 29, 2007**, made in the amount of **\$216,000.00**, and (2) the Security Instrument dated **June 29, 2007**, and recorded **July 23, 2007**, as **Document No. 072448006**, in the official records of **COOK COUNTY** which covers the real property described in said Security Instrument, located at: **8226 SOUTH SANGAMON STREET, CHICAGO, IL 60620** ("Property"), and more particularly described as:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

TAX ID/PARCEL NUMBER: 20322270250000

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 **July 1, 2009**, the amount payable under the Note and the Security Instrument is **\$213,773.60** ("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 **\$18,321.30** 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 **August 1, 2009**, the New Unpaid Principal Balance will be **\$237,054.90**.

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 step rate of **5.750%** from **July 1, 2009**, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of **\$1,354.44** beginning **August 1, 2009**, and on the same day of each month thereafter until **July 1, 2010**. Interest will be charged on the Unpaid Principal Balance at the annual step rate of **5.875%** from **July 1, 2010**, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of **\$1,372.52** beginning **August 1, 2010**, 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.

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If on **July 1, 2039**, ("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 Parkway, 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: 7/23/09

[Signature]
COLIN WILLIAMS

COLIN WILLIAMS
Print Name

STATE OF ILLINOIS
COUNTY OF COOK

On July 23, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared COLIN WILLIAMS [] 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

IVAN MCATSE
Printed Name

My commission expires: 9/14/2010



Property of Cook County Clerk's Office

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LENDER:

Date: 8-7-2009

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

BY: *[Signature]*

Martha Escobar
(Print Name and Title)

VP, RISK OPERATIONS TEAM MANAGER

[Signature]
Witness Signature

Ashley Dowd
Print Name

[Signature]
Witness Signature

Petra Behring
Print Name



STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

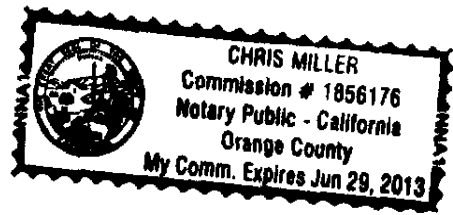
On 8-7-2009, before me, CHRIS MILLER,
personally appeared MARITA ESCOBAR VP, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.
[Signature]
Signature of Notary

Chris Miller
Printed Name

My commission expires: 6-29-2013





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LEGAL DESCRIPTION

LOT 8 IN BLOCK 13 IN CHESTER HIGHLANDS THIRD ADDITION TO AUBURN PARK, BEING A SUBDIVISION OF THE EAST 78 OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 20-32-227-025-0000

COMMONLY KNOWN AS 8226 S. SANGAMON ST., Chicago, Illinois 60620

 WILLIAMS
41224544 IL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


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