

# UNOFFICIAL COPY



1022310023

Doc#: 1022310023 Fee: \$70.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 08/11/2010 10:53 AM Pg: 1 of 5

..... [Space Above This Line For Recording Data].....

## LOAN MODIFICATION AGREEMENT

STATE: IL  
COUNTY: COOK

GRANTOR(S): DAVID BYRD

GRANTEE: BAC HOME LOANS SERVICING, LP

When recorded mail to:

First American Title  
Loss Mitigation Title Services-LMTS  
P.O. Box 27670  
Santa Ana, CA 92799  
Attn: LMTS

TITLE#: 6079371

Property of Cook County Clerk's Office

S N  
P S  
S N  
M N  
SC Yes  
E Yes  
INT pu

RECORDING REQUESTED BY:

BAC Home Loans Servicing, LP

Attn Home Retention Division: CA6-917-01-43

400 Countrywide Way

Simi Valley, CA 93065

**UNOFFICIAL COPY**

Loan #: 62747309

-----FOR INTERNAL USE ONLY-----

607 9371

**LOAN MODIFICATION AGREEMENT  
(Providing for Adjustable Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 21st day of December 2009, between DAVID BYRD, and BAC Home Loans Servicing, LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 30th day of April 2004 and in the amount of \$580,000.00 and recorded on the 18th day of May 2004 in Book No. None, Page No. None as Document No. 0413947254 in the Official Records of COOK County, in the State of 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 in the 'Property', located at 1515 N CLEVELAND AVE #3N, CHICAGO, IL 60610.

Please See Attached Exhibit (A)

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 the 1st day of February 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$685,091.05 consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.
- 2 The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.500% from 1st day of January 2010 to 1st day of January 2015. The amount of the monthly payment is changed to \$1,998.18 for the first 60 payments, and thereafter will be in an amount as calculated to the original terms of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of May 2034 which is the present or extended Maturity Date. Borrower understands and agrees that Borrower's payment may increase when it begins to amortize in accordance with the note due to the modified amount of my principal balance. If on 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.
- 3 The Borrower will make such payments at 400 Countrywide Way, Simi Valley, CA 93065 or at such other place as the Lender may require.
- 4 If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.
- 5 The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, if your original Note or Security Instrument was an Adjustable Rate, the following terms and provisions are cancelled, null, and void, as of the date specified in paragraph No.1 above:
  - (a) all terms and provisions of the original 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 original Note or Security Instrument and that contains any such terms and provisions as those referred to in paragraph 2 above.
- 6 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. Except as otherwise specifically 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 terms and provisions thereof, as amended by this Agreement.
- 7 In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

# UNOFFICIAL COPY

David Byrd  
DAVID BYRD

12/31/09  
Dated

STATE OF Illinois  
COUNTY OF Cook  
On December 31st, 2009 Before Octavio Rodriguez  
Notary Public, personally appeared David Byrd

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 signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Signature



\*\*\*\*\*

By: Miguel [Signature]  
BAC Home Loans Servicing, LP

Dated: 6/10/10

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
On \_\_\_\_\_ Before \_\_\_\_\_  
Notary Public, personally appeared \_\_\_\_\_

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 signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

COOK County Clerk's Office

**UNOFFICIAL COPY**

APR-29-2004 THU 09:38 AM

FAX NO.

P. 07/11



A Policy Issuing Agent of Chicago Title Insurance Company

**ALTA COMMITMENT - SCHEDULE A (CONT.)****ORDER NUMBER:**

1301 004338804 GITL

**EFFECTIVE DATE:**

April 5, 2004

**EXHIBIT "A"**

PARCEL 1: UNIT 3N TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 1513-15 NORTH CLEVELAND CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0011052501, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. G-6, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

*This commitment valid only if Schedule B is attached.*

# UNOFFICIAL COPY

## ACKNOWLEDGMENT

State of California  
County of Ventura )

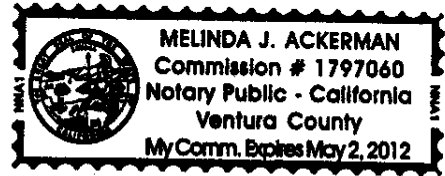
On 6/10/10 before me, Melinda J. Ackerman, Notary Public  
(insert name and title of the officer)

personally appeared Miguel Preciado, AVP  
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 [Handwritten Signature] (Seal)



PROVIDED BY COOK COUNTY CLERK'S OFFICE