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Doc#: 1025815066 Fee: \$70.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/15/2010 01:18 PM Pg: 1 of 5

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**Loan Modification Agreement**

STATE: IL  
COUNTY: Cook

GRANTOR(S): Pedro Rosales

GRANTEE: BAC Home Loans

When recorded mail to:

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

TITLE#: 6132005

S 11  
P 5  
S 11  
M 11  
SC 11  
E 11  
INT 11

RECORDING REQUESTED BY:

BAC Home Loans Servicing, LP

Attn Home Retention Division: CA6-919-01-43

400 Countrywide Way  
Simi Valley, CA 93065**UNOFFICIAL COPY**

Loan #: 135178534

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

**LOAN MODIFICATION AGREEMENT  
(Fixed Interest Rate-Recorded)**

This Loan Modification Agreement ("Agreement"), made this 17th day of February 2010, between PEDRO ROSALES, 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 18th day of May 2006 and in the amount of \$588,800.00 and recorded on the 7th day of June 2006 in Book No. None, Page No. None as Document No. 0615802168 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 4156 N OZARK AVE, NORRIDGE, IL 60706.

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 April 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$740,681.36 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 3.000% from the 1st day of March 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$3,400.29 beginning on the 1st day of April 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of June 2036 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the 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 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.
- 5 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.

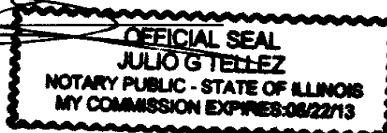
As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing

  
 PEDRO ROSALES

2-19-10  
 Dated
STATE OF ILLINOISCOUNTY OF COOKOn 2/19/2010 Before Julio TellezNotary Public, personally appeared Pedro Rosales

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


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\*\*\*\*\*  
BAC Home Loans Servicing, LP

By: \_\_\_\_\_

Dated: \_\_\_\_\_

7-7-10

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

Property of Cook County Clerk's Office

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## ACKNOWLEDGMENT

State of California  
County of Ventura )

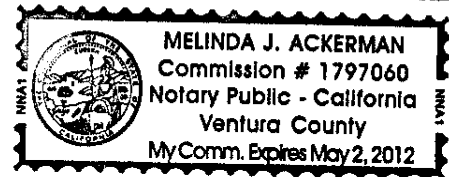
On 7/7/10 before me, Melinda J. Ackerman, Notary Public  
(insert name and title of the officer)

personally appeared Brian Simon, 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 [Signature] (Seal)



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EXHIBIT A

## LEGAL DESCRIPTION

Legal Description: LOT 1 AND THE NORTH 9 FEET OF LOT 2 IN BLOCK 4 IN KINSEY'S IRVING PARK BOULEVARD SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 10 FEET THEREOF) IN SECTION 13, TOWNSHIP 40 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 12-13-310-047-0000 Vol. 0136

Property Address: 4156 North Ozark Avenue, Norridge, Illinois 60706-7216

Property of Cook County Clerk's Office