



Doc#: 1025815067 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/15/2010 01:24 PM Pg: 1 of 5

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

Loan Modification Agreement

STATE: IL
COUNTY: Cook

GRANTOR(S): Hector Gaua

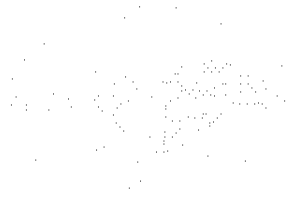
GRANTEE: BAC Home Loans Servicing

When recorded mail to:

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

TITLE#: 6132805

Property of Cook County Clerk's Office



S N
P 5
S N
M N
SC N
E N
INT N

RECORDING REQUESTED BY:
BAC Home Loans Servicing, LP
Attn Home Retention Division: CA6-119-01-3
400 Countrywide Way
Simi Valley, CA 93065

UNOFFICIAL COPY

Loan #: 107119909

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

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

This Loan Modification Agreement ("Agreement"), made this 18th day of February 2010, between HECTOR GAUD, 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 15th day of November 2005 and in the amount of \$280,000.00 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 818 BRENTWOOD COURT, SCHAUMBURG, IL 60193.

Just # 0535302067

SAME AS IN SAID SECURITY INSTRUMENT

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. \$330,860.26 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 5.250% from the 1st day of March 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,954.83 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 December 2035 (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

H. Gaud

HECTOR GAUD

2-24-10

Dated

STATE OF IL

COUNTY OF COOK

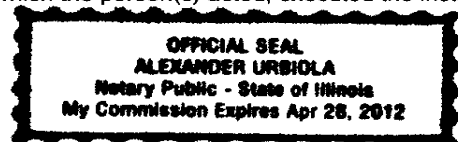
On 2/24/2010 Before Alexander Urbiola
Hector Gaud

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.

Alexander Urbiola

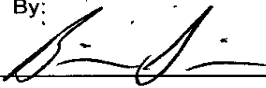
Signature



UNOFFICIAL COPY

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

UNOFFICIAL COPY

ACKNOWLEDGMENT


State of California
County of Ventura

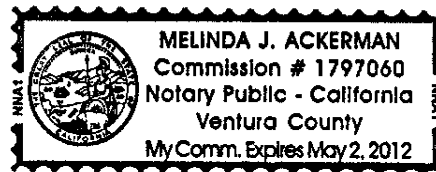
On 7/7/10 before me, Melinda J. Ackerman, Notary Public
(insert name and title of the officer)

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  (Seal)



PROCESSED BY COOK COUNTY Clerk's Office

UNOFFICIAL COPY

107119909

LAWYERS' TITLE INSURANCE CORPORATION

COMMITMENT

SCHEDULE A

1. Effective Date: August 10, 2005

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy - 10/17/92
Proposed Insured: NONE

Amount -0-

(b) ALTA Loan Policy - 10/17/92
Proposed Insured: COUNTRYWIDE HOME LOANS, INC., ITS SUCCESSORS AND/OR
ASSIGNS

Amount \$276,700.00

3. Title to the Fee Simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in

HECTOR GAUD.

4. The land referred to in the Commitment is described as follows:

LOT 21017 IN WATERSFIELD UNIT 21, BEING A SUBDIVISION IN THE SOUTH WEST ¼ OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIR DPRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS JUNE 12, 1974 AS DOCUMENT NUMBER 22747556, IN COOK COUNTY, ILLINOIS.

TEK TITLE, L. L. C.

By:

Authorized Officer or Agent

Countersigned at DES PLAINES, Illinois
Commitment No. TT05-3727

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 1 page(s)