



Doc#: 1030803018 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/04/2010 11:09 AM Pg: 1 of 5

Recording Requested by  
Bank of America, N.A.

AND WHEN RECORDED MAIL TO:

Bank of America, N.A.  
1800 Tapo Canyon Road CA6-914-01-59  
Simi Valley, CA 93063  
Prepared by: GILBERT ESCOBEDO ✓  
DOC. ID#: 33617065697456778 ✓

Space Above for Recorder's Use

PIN # 17-22-314-024-0000 ✓

LOAN MODIFICATION AGREEMENT TO THE DEED OF TRUST

MIN#: 100133700022492501

This Loan Modification Agreement (the "Agreement"), made this 14th day of September, 2010 between KHANH P NGUYEN, A SINGLE MAN, (the "Borrowers") and Bank of America, N.A., ("Lender") and Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and supplements that certain DEED OF TRUST dated June 08, 2007 and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026) and recorded on June 12, 2007 as Instrument Number 0716341015 in the Official Records of the COOK County, State of ILLINOIS (the "Security Instrument"), and covering the real property specifically described as follows:

This property is more commonly known as:

2035 S INDIANA AVENUE UNIT 503 ✓  
CHICAGO, IL 60616 ✓

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

- TO REMOVE PUD RIDER FROM DEED OF TRUST.

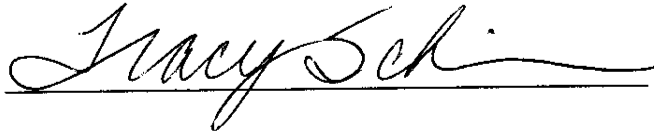
The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Bank of America, N.A. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a second lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

yes  
5  
No  
yes  
yes  
R

# UNOFFICIAL COPY

Bank of America, N.A.



By: Tracy Schreiner  
Its: Vice President

Mortgage Electronic Registration Systems, Inc.



By: Tracy Schreiner  
Its: Vice President

Property of Cook County Clerk's Office

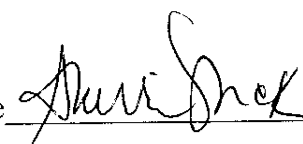
STATE OF CALIFORNIA

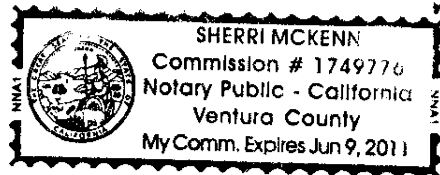
COUNTY OF VENTURA

On 10-22-10 before me, **Sherri Mckenn**, Notary Public, personally appeared **Tracy Schreiner**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

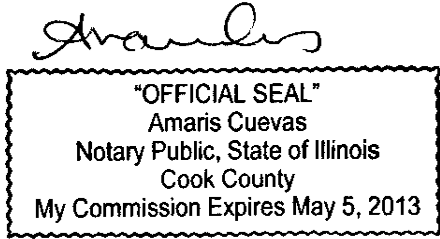
# UNOFFICIAL COPY

Bank of America, N.A.

\_\_\_\_\_  
By: **Jennifer Guidicessi**  
Its: **Assistant Vice President**

**Mortgage Electronic Registration Systems, Inc.**

\_\_\_\_\_  
By: **Jennifer Guidicessi**  
Its: **Assistant Vice President**



*[Handwritten Signature]*  
\_\_\_\_\_  
**KHANH P NGUYEN**

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

# UNOFFICIAL COPY

STATE OF Illinois

)  
) SS.  
)

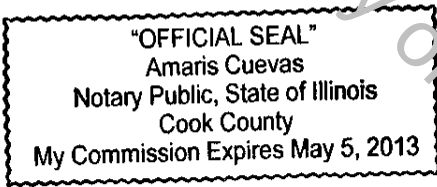
COUNTY OF Cook

On this 23 Day of September 2010, BEFORE ME,

Amaris Cuevas, (Notary Public)

personally appeared, **KHANH P NGUYEN**, 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 foregoing 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



(SEAL)

Charles  
Notary Public

Commission Expires: 5/5/2013

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, **Charles Salanga**, Notary Public, personally appeared **Jennifer Guidicessi**, 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)

**UNOFFICIAL COPY**

0716341015 Page: 7 of 13

FILE NO.: 2073683

UNIT 503 AND P-39 IN LAKESIDE LOFTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 10 (EXCEPT THE NORTH 10 FEET THEREOF) AND LOTS 11, 14, 15 AND 18 IN BLOCK 4 IN GEORGE SMITH'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0714215059, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN# 17-22-314-024-0000 AFFECTS UNDERLYING LAND

"MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM."

"THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN."

(2073683.PFD/2073683/22)