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Doc#: 1035439094 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/20/2010 03:28 PM Pg: 1 of 4

Recording Requested by
BAC Home Loans Servicing, LP

AND WHEN RECORDED MAIL TO:

Bank of America, N.A.
1800 Tapo Canyon Road CA6-914-01-59
Simi Valley, CA 93063
Prepared by: **VICTOR RODRIGUEZ**

DOC. ID#: **26207669141782964**
Parcel ID: 15-31-401-002-0000

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT TO THE MORTGAGE (LINE OF CREDIT)

MIN#: 100015700039921842

This Loan Modification Agreement (the "Agreement"), made this **2nd** day of **November**, **2010** between **JAMES M GARRITY, AND SHERI Y GARRITY, HUSBAND AND WIFE**, (the "Borrowers") and **BAC Home Loans Servicing, LP**, ("Lender") and **Mortgage Electronic Registration Systems, Inc.** ("Mortgagee") amends and supplements that certain **MORTGAGE (LINE OF CREDIT)** dated **October 01, 2004** 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 **October 25, 2004** as **Instrument Number 0429911054** 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:

**3837 ROSE AVE
WESTERN SPRINGS, IL 60558**

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

- **TO COMPLETE THE NOTARY SECTION OF THE MORTGAGE ON PAGE 7**

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 BAC Home Loans Servicing, LP 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.

S Yes
P 4
S NO
M NO
SC Yes
E Yes
INT Yes

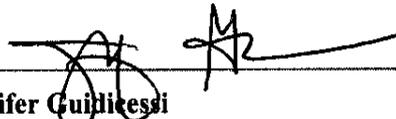
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BAC Home Loans Servicing, LP

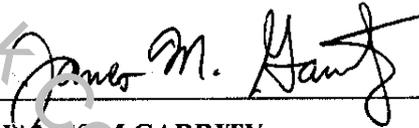


By: **Jennifer Guidicessi**
Its: **Assistant Vice President**

Mortgage Electronic Registration Systems, Inc.



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



JAMES M GARRITY



SHERRY GARRITY

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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STATE OF Illinois)
) SS.
COUNTY OF DePue)

On this 18 Day of November 2010, BEFORE ME,
Darius T Jankauskas, (Notary Public)

personally appeared, **JAMES M GARRITY , AND SHERRY GARRITY**, 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)

[Signature]
Notary Public

Commission Expires: 10/27/13

STATE OF CALIFORNIA

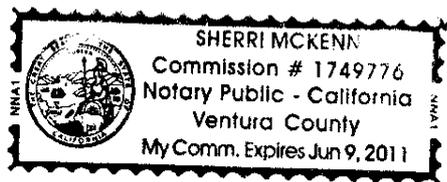
COUNTY OF Ventura

On 12-6-10 before me, **Sherri McKenn**, 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 [Signature]



(SEAL)

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EXHIBIT A (LEGAL DESCRIPTION)

**3837 ROSE AVE
WESTERN SPRINGS, IL 60558**

LOTS 18 AND 19 (EXCEPT THAT PART OF LOT 19, TAKEN BY THE ILLINOIS STATE TOLL ROAD COMMISSION) IN BLOCK 1 IN J.C. CALDWELL'S SUBDIVISION OF C.C. LAYS ADDITION TO WESTERN SPRINGS, (EXCEPT BLOCK 15 AND EXCEPT NORTH 20 ACRES OF THE EAST 1/2 OF BLOCK 16), INCLUDING HALF STREETS, A SUBDIVISION OF THE EAST PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

County of Cook County Clerk's Office