



Doc#: 1106339039 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/04/2011 10:04 AM Pg: 1 of 6

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

LOAN MODIFICATION

STATE: IL
COUNTY: COOK

GRANTOR(S): ANNA HERNANDEZ AND MARTIN ARBIDE

GRANTEE: BAC HOME LOAN 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#: 6341264

Property of Cook County Clerk's Office



S N
P 6
S N
M N
SC V
E V
INT GM

RECORDING REQUESTED BY:
BAC Home Loans Servicing, LP
Attn Home Retention Division: CA6-912-01-4
400 Countrywide Way
Simi Valley, CA 93065

WHEN RECORDED MAIL TO:
First American Title
P.O. Box 27670
Santa Ana, CA 92799
Attn: Recording Dept.

UNOFFICIAL COPY

MCO REC
4341204

Loan #: 156005484

FOR INTERNAL USE ONLY

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

This Loan Modification Agreement ("Agreement"), made this 8th day of June 2010, between ANNA HERNANDEZ, MARTIN ARBIDE 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 20th day of November 2006 and in the amount of \$308,000.00 and recorded on the 1st day of December 2006 in Book No. ., Page No. . as Document No. 0633546046 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 4204 MAPLE AVE, BROOKFIELD, IL 60513.

Please See Attached Exhibit (A)

PIN: 18-03-127-054-0000

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):

- As of the 1st day of August 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$360,915.75 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.
- 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 July 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,650.00 beginning on the 1st day of August 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 2036 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date.
- The Borrower will make such payments at PO Box 515503, Los Angeles, CA 90051-6803 or at such other place as the Lender may require.
- 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.
- 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

Anna Hernandez
ANNA HERNANDEZ
Martin Arbide
MARTIN ARBIDE

6-14-10
Dated
6-14-10
Dated

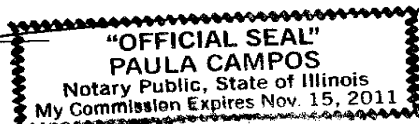
STATE OF Ill
COUNTY OF DuPage

On June 14 2010 Before Paula Campos
Notary Public, personally appeared Martin Arbide & Anna Hernandez

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



UNOFFICIAL COPY

BAC Home Loans Servicing, LP

By:

[Signature]

Dated:

11-2-10

STATE OF Ill

COUNTY OF DuPage

On June 14 2010 Before Paula Campos
Notary Public, personally appeared Anna Hernandez & Martin Arbide

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
Prepared by:
Melinda J. Ackerman

BAC Home Loans Servicing, LP
Attn: Home Retention Division: CA6-919-0-13
400 Countrywide Way
Simi Valley, CA 93065

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June 3, 2010

MARTIN ARBIDE
ANNA HERNANDEZ
4204 Maple Ave
Brookfield IL 60513

Loan# 156005484
Property Address: 4204 MAPLE AVE
BROOKFIELD, IL 60513

RATE CHANGE NOTICE

IMPORTANT MESSAGE ABOUT YOUR LOAN

Your loan has been converted from an Adjustable Rate Mortgage (ARM) into fixed rate mortgage

HOW WE CALCULATE YOUR NEW MONTHLY PAYMENT

Step 1: Your new Interest rate:

Interest Rate	Current	New
	7.590%	3.000%

Step 2: Determine new Payment amount:

Your new monthly interest rate and payment are fixed as shown below:

New Interest Rate	3.000%
Anticipated Principal Balance ¹	\$360,915.75
Remaining Term	217
New Principal and Interest payment	\$1,650.00
New Payment Effective	8/1/2010

If you have an escrow account, this notice does not address any changes to your escrow payment. Please refer to your monthly statement for information regarding your current escrow payment.

Please be advised, this letter is null and void if the properly signed and executed Modification Documents are not returned by June 18, 2010.

1 Anticipated principal balance is the unpaid Principal that you are expected to owe at the Payment Change Date, and is calculated based on the assumption that Principal and Interest payments will be remitted on payments due prior to the new payment effective date.

THANK YOU FOR YOUR BUSINESS

You are a valued customer at BAC Home Loans Servicing, LP and it is our continued goal to provide you with the highest level of customer satisfaction.

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

ANNA HERNANDEZ

MARTIN ARBIDE

Dated: 6-14-10

Dated: 6-14-10

BAC Home Loans Servicing, LP

By: [Signature]

Dated: 6-2-10

UNOFFICIAL COPY

TICOR TITLE INSURANCE COMPANY
LOAN POLICY (1992)

POLICY NO.: 2000 000594507 OC

SCHEDULE A (CONTINUED)

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

LOTS 1, 2 AND 3 IN FIRST ADDITION TO ROOSEVELT ROAD A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AGENT:
WILLIAM F. DEWYER
900 COMMERCE SUITE: 300
OAK BROOK, ILLINOIS 60523

True & Certified Copy

Property of Cook County Clerk's Office

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

