



Doc#: 1108215017 Fee: \$72.25  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/23/2011 11:09 AM Pg: 1 of 5

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**LOAN MODIFICATION AGREEMENT**

STATE: IL  
COUNTY: COOK

GRANTOR(S): JANICE HUNT

GRANTEE: BAC HOME LOANS 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#: 6464641

Property of Cook County Clerk's Office

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P S  
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**UNOFFICIAL COPY****RECORDING REQUESTED BY:**

BAC Home Loans Servicing, LP

Attn Home Retention Division: SV-HRD S-L

400 Countrywide Way  
Simi Valley, CA 93065

When recorded mail to: 6414541

First American Title

Loss Mitigation Title Services 75.26

P.O. Box 27670

Santa Ana, CA 92799

RE: HUNT - MOD REC SVC

Loan #: 171112147

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

This Loan Modification Agreement ("Agreement"), made this 13th day of August 2010, between JANICE HUNT, 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 19th day of June 2007 and recorded on the 29th day of June 2007 in Book No. NONE, Page No. NONE as Document No. 0718040270 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 130 RED BARN ROAD, MATTESON, IL 60443.

Original Principal: \$223,000.00

Legal

PIN: 51-17-100-013-0000

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 October 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$285,715.14, consisting of the amount(s) loaned to the Borrower by Lender, which may include, but are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- 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 September 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,292.92 beginning on the 1st day of October 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 July 2037 (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.
- If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

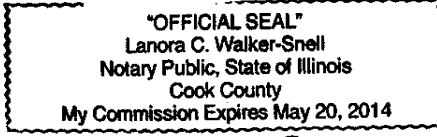
- The Borrower will make such payments at PO Box 515503, Los Angeles, CA 90051-6803 or at such other place as the Lender may require.
- Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise 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.

# UNOFFICIAL COPY

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

Janice Hunt  
JANICE HUNT

9-1-10  
Date



STATE OF ILLINOIS  
County OF COOK  
On 9-1-2010

Before me, LANORA WALKER-SNELL (Notary Public, personally appeared  
JANICE HUNT)

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 Lanora C. Walker-Snell

Do Not Write Below This Line.

\*\*\*\*\*  
THIS SECTION IS FOR INTERNAL BANK OF AMERICA HOME LOANS SERVICING, LP USE ONLY

By: Carolina Catalan  
Carolina Catalan

Dated: Jan 4, 2011

STATE OF \_\_\_\_\_  
County OF \_\_\_\_\_  
On \_\_\_\_\_ Before me, \_\_\_\_\_

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

## ACKNOWLEDGMENT

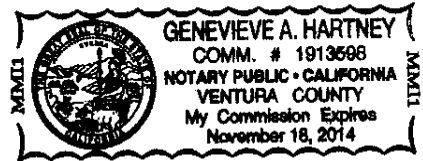
State of California  
County of Ventura )

On 01/04/2011 before me, Genevieve A. Hartney, Notary Public  
(insert name and title of the officer)

personally appeared Carolina Catalan, Officer Mortgage Servicing Unit Manager,  
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 Gene A. Hartney (Seal)

PROCESSED BY COOK COUNTY Clerk's Office

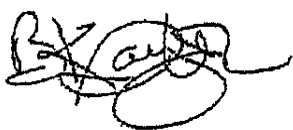
**UNOFFICIAL COPY**

SCHEDULE A  
ALTA Commitment  
File No.: 533430

LEGAL DESCRIPTION

LOT 20 IN CREEKSIDE MULTIPLE PHASE 2, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH ALL RIGHTS AND EASEMENTS APPORTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY.

Property of Cook County Clerk's Office



Authorized Signature

STEWART TITLE COMPANY