

UNOFFICIAL COPY



**Recording requested by and
When recorded mail to:**

Doc#: 1108704006 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/28/2011 09:44 AM Pg: 1 of 6

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

PREPARED BY:
Kelly Chambers
400 Countrywide Way
Simi Valley, CA 93065

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

Loan Modification Agreement

STATE: IL
COUNTY: Cook

ORDER #: 6448748

PIN#: 31-04-400-012-0000

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)**

S
P
S
S
S
S

N
u
K

RECORDING REQUESTED BY:
 BAC Home Loans Servicing, LP
 Attn Home Retention Division: CA6-919-01-43
 400 Countrywide Way
 Simi Valley, CA 93065

UNOFFICIAL COPY

Loan #: 147554921

FOR INTERNAL USE ONLY

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

This Loan Modification Agreement ("Agreement"), made this 26th day of August 2010, between SHIRLEY L. SADLER, 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 8th day of December 2006 and in the amount of \$499,333.00 and recorded on the 19th day of December 2006 in Book No. None, Page No. None as Document No. 0635333053 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 18740 WELCH WAY, COUNTRY CLUB HILLS, IL 60478.

Please See Attached Exhibit (A)

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 November 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$587,574.96 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 (See Attached Addendum) from the 1st day of October 2010. The Borrower promises to make monthly payments of interest only of U.S. (See Attached Addendum) beginning on the 1st day of November 2010, and continuing thereafter on the same day of each succeeding month until 1st day of October 2016 at which time the interest will be charged on the Unpaid Principal Balance at the yearly rate of at 4.750% and the borrower will begin making monthly payments of principal and interest of U.S. \$3,768.96 until principal and interest are paid in full. From the 1st day of January 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.
- 3 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.
- 4 If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior consent, the Lender may, at it's option, require immediate payment in full of all sums secured by this Security Instrument.
- 5 The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, if your original Note or Security Instrument was an Adjustable Rate, the following terms and provisions are cancelled, null, and void, as of the date specified in paragraph No.1 above:
 - (a) all terms and provisions of the original 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; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the original Note or Security Instrument and that contains any such terms and provisions as those referred to in paragraph 2 above.
- 6 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.
- 7 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.

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

6448748

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

UNOFFICIAL COPY

Shirley L. Sadler
SHIRLEY L. SADLER

8/30/2010
Dated



STATE OF Illinois
COUNTY OF COOK

On August 30, 2010 Before LA Trice A. Harrell
Notary Public, personally appeared Shirley L. Sadler

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.

LA Trice A. Harrell
Signature

BAC Home Loans Servicing, LP

By: [Signature]

Dated: 12/30/2010

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

Date: August 26, 2010
Loan#: 147554921
Mortgagor: SHIRLEY L SADLER
Property Address: 18740 WELCH WAY
COUNTRY CLUB HILLS, IL 60478

Please Return to
Actn Home Retention Division: CA6-919-01-43
400 Countrywide Way
Simi Valley, CA 93065

**STEP RATE LOAN MODIFICATION ADDENDUM
TO LOAN MODIFICATION AGREEMENT**

The Step Rate Loan Modification Agreement Addendum (the "Addendum") is made this 26th day of August 2010, and is incorporated into and shall be deemed a part of that certain Loan Modification Agreement of even date herewith (the "Agreement") between SHIRLEY L. SADLER, and BAC Home Loans Servicing, LP ("Lender"), which agreement amends and supplements that certain Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument").

**THIS ADDENDUM CONTAINS PROVISIONS PROVIDING FOR SCHEDULED
INCREASES IN THE INTEREST RATE AND MONTHLY PAYMENT**

In consideration of the mutual promises and agreements exchanged and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Agreement, Security Instrument or the promissory note (the "Note"), except as specifically provided for herein):

1. Interest Rate and Monthly Payment Increases.

Notwithstanding anything to the contrary contained in the Note or referenced in the Agreement, the monthly principal and interest payment shall be calculated as follows:

The interest rate used to determine the monthly principal and interest payment shall change on the 1st day of October 2010 and on the day of every twelfth month thereafter (each such date, a "Change Date"), with the last such change date occurring on the 1st day of October 2016.

- a) The First Change Date shall occur on the 1st day of October 2010 at which time the interest rate shall be 3.500%. The monthly interest shall be \$1,713.76 and shall be due and payable on 1st day of November 2010 and continuing thereafter on the same day of each succeeding month until 1st day of October 2015.
- b) The Second Change Date shall occur on the 1st day of October 2015 at which time the interest rate shall be 4.500%. The monthly interest shall be \$2,223.41 and shall be due and payable on 1st day of November 2015 and continuing thereafter on the same day of each succeeding month until 1st day of October 2016.

BAC Home Loans Servicing, LP

By [Signature]

Date 8/30/10
12/30/2010

[Signature]
SHIRLEY L. SADLER

8/30/10

UNOFFICIAL COPY

ACKNOWLEDGMENT

State of California
County of Ventura)

On 12/30/2010 before me, Genevieve A. Hartney, Notary Public
(insert name and title of the officer)

personally appeared Roberto Araniva, Officer Mortgage Servicing Team 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/hers/their authorized capacity(ies), and that by his/hers/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 Genevieve A. Hartney (Seal)



Property of Cook County Clerk's Office

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 SA5293496 OF
STREET ADDRESS: 18740 WELCH WAY
CITY: COUNTRY CLUB HILLS COUNTY: COOK
TAX NUMBER: 31-04-400-012-0000

LEGAL DESCRIPTION:

LOT 86 IN CASTLE DARGAN LAKES ESTATES, BEING A SUBDIVISION OF LOT 2 AND PART OF LOTS 5, 8 AND 9 IN MARYCREST, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 35 RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 5, 2005 ADN 0521719050, IN COOK COUNTY, ILLINOIS.

Shirley L. Sadler

8/30/10

Property of Cook County Clerk's Office

