

**Illinois Anti-Predatory  
Lending Database  
Program**

**Certificate of Exemption**

**Report Mortgage Fraud  
800-532-8765**

**The property identified as:** **PIN:** 16-09-312-001-0000

**Address:**

**Street:** 5257 W FULTON STREET

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60644

**Lender:** BAC HOME LOANS SERVICING, LP

**Borrower:** AMOBI EKWUEME

**Loan / Mortgage Amount:** \$44,313.26

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** EC1D6AD3-7991-41EC-A679-7BC6B3D5F1CF

**Execution date:** 07/14/2009

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WHEN RECORDED MAIL TO: HOME RETENTION RECORDING DEPARTMENT-FINMA Attn: Ramona Tongdee BAC Home Loans Servicing, LP 100 Beecham Drive, SUITE 104 Pittsburgh, PA 15205 #276076	of Bank
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Loan #: 133407588

## LOAN MODIFICATION AGREEMENT

(Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 14th day of July, 2009, between AMOBI EKWUEME, and BAC Home Loans Servicing, LP a subsidiary of Bank of America, N.A. (Lender), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the Security Instrument), dated the 10th day of April, 2006 and in the amount of \$337,500.00 and (2) the Note 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 5257 W FULTON STREET, CHICAGO, IL 60644.

Previous Mortgage Recorded 5/15/2006  
 as 0613535134

The real property described being set forth as follows:

SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (not withstanding anything to the contrary contained in the Note or Security Instrument):

- As of the 1st day of September, 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$381,813.26 consisting of the amount(s) loaned to the borrower by Lender and any interest 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 5.250% from the 1st day of August, 2009. The Borrower promises to make monthly payment of principal and interest of U.S. \$1,904.75 beginning on the 1st day of September, 2009, 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 August, 2049 (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.
- The Borrower will make such payment at 450 American Street, Simi Valley, California 93065 or at such other place as the Lender may require.
- 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 the Security Instrument.
- The Borrower also will comply with all other covenants, agreements, and requirement 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 provision are cancelled, null, and void, as of the date specified in paragraph No. 1 above:
  - all terms and provisions of the original Note and Security Instrument (if any) providing for, implementing, or relating to, any adjustment, in the rate of interest payable under the Note; and
  - 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 (a) above.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.



July 14, 2009  
 The HOPE Team  
 CHL Loan #: 133407588

WDGARMNR 8124 03/26/2008

8027 06/09

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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, or is otherwise missing upon the request of the Lender, Borrower(s) will comply with Lender's request to execute acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost misplaced, misstated, inaccurate or otherwise missing document(s). 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.

*[Signature]* Dated: 8/7/09  
AMOBIEKWUENE  
SUNNY R. OLOPO (R/m) 8/9/09

STATE OF ILLINOIS

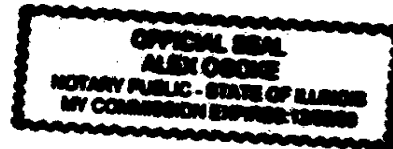
COUNTY OF COOK

On 8/7/09 before me, Alex OGOONE Notary Public, personally appeared

AMOBIEKWUENE & Sunny OLOPO  
 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 signature(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.

Alex OGOONE  
 Signature  
Alex Ogoone - Notary Public



BAC Home Loans Servicing, LP a subsidiary of Bank of America, N.A.

By: *[Signature]* Dated: 5/20/11  
James L. Smith President

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.



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DO NOT WRITE BELOW THIS LINE.

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

BAC Home Loans Servicing, LP  
 7105 Corporate Drive  
 (PTX-B-36)  
 Plano, TX 75024

By: James I. Smith

Dated:

**MAR 16 2011**James I. Smith - PresidentSTATE OF CO COUNTY OF BroomfieldOn 3/16/2011 before me, Alena Uchaykin Notary Public, personally appeared

James I. Smith  
 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.

Alena Uchaykin Signature

Alena Uchaykin  
 Notary Public

**ALENA UCHAYKIN**  
 NOTARY PUBLIC, STATE OF COLORADO

My Comm. Expires September 28, 2014