### **UNOFFICIAL COPY**

When recorded mail to: #:6842396
First American Title

Loss Mitigation Title Services 75.26 P.O. Box 27670

Santa Ana, CA 92799

RE: REVELES - MOD REC SVC

11279833999

Doc#: 1127903000 Fee; \$82.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 10/06/2011 09:14 AM Pg: 1 of 8

#### -----SPACE ABOVE THIS LINE FOR RECORDER'S USE-

LOAN MODIFICATION AGREEMENT (Fixed Interest Rate-Recorded)

#### **Principal Forbearance**

This Loan Modification Agreement ("Agreement"), made this 14th day of July 2011, between ROBERT REVELES, MARISOL REVELES and 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 31st day of August 2004 and recorded on the 14th day of September 2004 in Book No. None, Page No. None as Document No. 0425814104 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 2263 WESTVIEW D.C. DES PLAINES, IL 60018.

See attached Exhibit "A" 532, 000.80

In consideration of the mutual promites 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 August 2011, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$564,448.80, consisting of .hc. 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.
- 2. \$60,128.79 of the "New Principal Balance" shall be defer ed (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$504,320.01 Interest will be charged on the Unpaid Principal Balance from the 1st day of July 2011 of the modified term at the yearly rate of (See Below Schedule). The Borrower promises to make monthly payments of (See Below Schedule) of september 2034 (the "Maturity Date"), the Borrower still owes are of its under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in fall on the Maturity Date.

#### The payment schedule for this modified Loan is as follows:

<u>Years</u>	Interest Rate	Interest Rate Change Date	Type of Payment	Month y Faymer	Payment Begins on	Number
	İ				h.,	Monthly Payments
1-3	3.500%	7/1/2011	Principal and Interest	\$2,650.39	8/1/2011	36
5	4.500%	7/1/2014	Principal and Interest	\$2,892.95	8/1/2014	24
6	4.875%	7/1/2016	Principal and Interest	\$2,979.08	8/1/2016	218
						210

3. 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.

- 4 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.

Bank of America, N.A.

Loan# 67877316 Page 1 of 3

N N N Y

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- 5. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- 6. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
- 7. 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.
- 8. 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.
- 9. In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misr/laced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise rhissing, 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

As evidenced by their signatures ocion, the Borro	wer and the Lender agree to the foregoing.	
Marisof Kerels	Date / 19/1,	
MARISOL REVELES		
oC.	·O	
STATE OF		
County OF _ COOK	100	
Robert Reveles + Mariso	Reveles Notary Public, personally a	
personally known to me (or proved to me on the basis o subscribed to the within instrument and acknowledged t capacity(ies), and that by his/her/their signatures (s) on	of satisfactory evidence) to be the person(s) whose name(s) to me that he/she/thuy executed the same in his/her/their au the instrument the person(s), or epity upon behalf of which	المراج المستحر ما فاران
person(s) acted, executed the instrument.	in percentage of which	i tiie
WITNESS my hand and official seal. Signa	ature Common Total	

"OFFICIAL SEAL."
CARMEN M. HUIZ
Notary Public, State of immols
My Commission Expires Sept. 21, 2014

Bank of America, N.A.

Loan# 67877316

Page 2 of 3

1127903000 Page: 3 of 8

### **UNOFFICIAL COPY**

Do Not Write Below This Line.

#### THIS SECTION IS FOR INTERNAL BANK OF AMERICA, N.A. USE ONLY

Ву:	Dated:
Myayaw Erace pacpaco STATE OF	9-14-11
County OF	
On Before	ne, Notary Public, personally appeare
capacity(ies), and that by his//.cr/their signature person(s) acted, executed the his rument.	basis of satisfactory evidence) to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in his/her/their authorized (s) on the instrument the person(s), or entity upon behalf of which the
WITNESS my hand and official seal. Signature	Of County Clark's Office
	TC
	04/2
	9
	O/Z

Bank of America, N.A.

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# Bank of America, N.A. Attn Home Retention Division: CA6-19 014 OFFIC At 4, 201 COPY 400 National Way Simi Valley, CA 93065

ROBERT & MARISOL REVELES 2263 Westview Dr Des Plaines IL 60018 - 2648

RE: BA2 Loa 67877316

Property Address: 2263 WESTVIEW DR DES PLAINES, IL 60018

Add

#### **RATE CHANGE NOTICE**

W. I I I		
Your loan has been converted from an Adjustable Rai	te Mortgage (ARM) into fixed rai	te mortgage
HOW WE CALCULATE YOUR NEW MONTHLY PA	YMENT	The state of the s
Step 1: Your new Interest rate:		
Current		New
Interest Rate	3	New
Step 2: Determine new Payment amount:		
Your new monthly interest rate and pa	ayment are fixed as shown below	
New Interest Rate	2,1000/	After Step Rates
Anticipated Principal Balance <sup>1</sup>	3.500%	4.875%
Remaining Term	\$501,320.01 270	\$415,203.62
New Principal and Interest payment	\$2,650.35	206
New Payment Effective	8/1/2011	\$2,979.08 8/1/2017
•	-, -, -, -	8/1/2017
refer to your monthly statement for information regar	ding your current escrow payrie	ent.
If you have an escrow account, this notice does not a refer to your monthly statement for information regar Please be advised, this letter is null and void Documents are not returned by July 24, 201.  Anticipated principal balance is the unpaid Principal that you calculated based on the assumption that Principal and Interes payment effective date.	if the properly signed and 1.	executed Modification
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ACKNOWLEDGMENT	
State of California County of	
On September 14, 2011 before me, Sophia Rincon, Notary Public (insert name and title of the officer)	
personally appearedGrace Pacpaco, AVP who proved to me on the basis of satisfactory evidence to be the person(s) whose name subscribed to the vithin instrument and acknowledged to me that he/she/they executed his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument person(s), or the entity uron behalf of which the person(s) acted, executed the instrument	the same in nent the
I certify under PENALTY OF PERJURY under the laws of the State of California that the paragraph is true and correct.	foregoing
December 2	on Expires
Signature (Scal)	
	Ö

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ACKNOWLEDGMENT
State of California County of
On September 14, 2011 before me, Sophia Rincon, Notary Public (insert name and title of the officer)
who proved to the on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the virt in 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 FERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  SOPHIA RINCON COMM. # 1918372 NOTARY BLUE CALIFORNIA D VENTURA COUNTY My Commission Expires December 23, 2014
C/O/A/S O/A/C/O

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# File Number: TM15319 NOFFICIAL CC

#### **LEGAL DESCRIPTION**

Lot 2 in Peter's Subdivision, being a subdivision of part of the Southwest 1/4 of Section 29, Township 41 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded as document 0313618029, in Cook County, Illinois.

Commonly known as:

2263 WESTVIEW

DES PLAINES IL 60018

PIN#09-29-302-019 (UNDERLYNG) Property of Coot County Clert's Office

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Recording requested by and When recorded mail to:

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

#### PREPARED BY:

BANK OF AMERICA, N.A 400 NATIONAL WAY SIMI VALLEY, CA 93065

> ...... [Space Above This Line For Recording Data]..... De Cook County Clark's Offica LOAN MODIFICATION AGREEMENT

STATE:

IL

**COUNTY:** 

COOK

ORDER #:

6842396

PIN#: 09-29-302-019

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