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When recorded mail to: #:6844652

First American Title
Loss Mitigation Title Services 75.26
P.O. Box 27670
Santa Ana, CA 92799
RE: LOPEZ - MOD REC SVC

Doc#: 1127903001 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/06/2011 09:15 AM Pg: 1 of 5

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

LOAN MODIFICATION AGREEMENT Fixed Interest Rate Balloon Step

This Loan Modification Agreement ("Agreement"), made this 14th day of June 2011, between ALINE B LOPEZ, GILBERT D LOPEZ (the "Borrower(s)") 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 5th day of March 2007 and in the amount of \$446,000.00 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 1285 W DOVINGTON DR, HOFFMAN ESTATES, IL 60169. *Recorded 3/27/07 0708649051*

Cook County

SAME AS IN SAID SECURITY INSTRUMENT

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 July 2011, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$492,374.78, 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.

Borrower understand that my monthly principal and interest payment for the Interest Bearing Principal Balance is being amortized over 480 months from the date of my first modification payment. However, the scheduled maturity date of my loan will remain unchanged. This means that even if I make all of the scheduled payments under this modification on time I will have a remaining balance at the maturity of my loan which is called a balloon payment, and I will need to make arrangements to pay this remaining balance.

- 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 from the 1st day of June 2011 of the modified term at the yearly rate of (See Below Schedule). The Borrower promises to make monthly payments of (See Below Schedule) beginning on the 1st day of July 2011. If on the 1st day of April 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.

The payment schedule for this modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Type of Payment	Monthly Payment	Payment Begins on	Number of Monthly Payments
1-5	2.000%	6/1/2011	Principal and Interest	\$1,491.04	7/1/2011	60
6	3.000%	6/1/2016	Principal and Interest	\$1,732.24	7/1/2016	12
7	4.000%	6/1/2017	Principal and Interest	\$1,986.84	7/1/2017	12
8	4.750%	6/1/2018	Principal and Interest	\$2,184.80	7/1/2018	226

- 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.

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- 5. 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.
- 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.

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

<u>Aline B Lopez</u> ALINE B LOPEZ	<u>07.14.2011</u> Date
<u>Gilbert D Lopez</u> GILBERT D LOPEZ	<u>07.19.2011</u> Date

STATE OF Illinois
 County OF DuPage
 On 7/14/11 Before me, Noha Afifi Notary Public, personally appeared

Aline B Lopez & Gilbert D Lopez
 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

Do Not Write Below This Line.



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

By: [Signature] Dated: 07/19/11
 STATE OF Carolina Catalan, ANP
 County OF _____
 On _____ Before me, _____ Notary Public, personally appear

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

see attached

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ACKNOWLEDGMENT

State of California
County of Ventura)

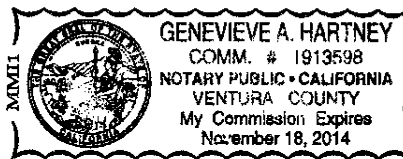
On 09/09/2011 before me, Genevieve A. Hartney, Notary Public
(insert name and title of the officer)

personally appeared Carolina Catalan, AVP
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 Genevieve A. Hartney (Seal)



PROCESSED BY COOK COUNTY Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

Lot 14 in Block 6 in the Ure addition to Hoffman Estates, Illinois, being a subdivision of the Southwest 1/4 of the Northwest 1/4 of Section 16 and the Southeast 1/4 of the Northeast 1/4 of Section 17, both in Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Cook County, Illinois, on October 30, 1978 as document number 24,693704, in Cook County, Illinois.

PIN: 07-17-205-008

Property of Cook County Clerk'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]*.....

LOAN MODIFICATION AGREEMENT

**STATE: IL
COUNTY: COOK
ORDER #: 6844682
PIN#: 07-17-205-008**

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

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