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Loss Mitigation Title Services 75.26

P.O. Box 27670 Santa Ana, CA 92799

RE: BARNES - MOD REC SVC

Loan #: 128531751

Doc#: 1130610009 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds

Date: 11/02/2011 10:00 AM Pg: 1 of 6

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

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

This Loan Modification Agreement ("Agreement"), made this 9th day of August 2011, between APRIL BARNES, 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 14th day of July 2006 and recorded on the 27th day of July 2006 in Book No. NONE, Page No. NONE as Document No. 0620802185 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 1025 EAST 156TH PLACE, DOLTON, IL 60419.

Oncymal Principal & 1166, 300.00

See Legal Description attached

In consideration of the riutual 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 Septemb a 2011, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$230,096.51, 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.
- 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 from the straightful str

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

Years	Rate	Interest Rate Change Date	Type of Payn en	Payment		of Monthly Payments
1-5	2.000%	8/1/2011	Principal and Interest	\$97 5.27	9/1/2011	60
6	3.000%	8/1/2016	Principal and Interest	\$1.065.19	9/1/2016	12
7	4.000%	8/1/2017	Principal and Interest	\$1,,65.73	9/1/2017	12
8	4.750%	8/1/2018	Principal and Interest	\$1,234.27	9/1/2018	216

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 n ay n quire 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.
- 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.

**UNOFFICIAL COPY** 

- 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.

Todospi by Borroworto, or a militari requestion each represent	
As evidenced by their signatures below, the Borrower and the	e Lender agree to the foregoing.
arnes	8.15.11
APR/L BARNES	Date
· · · · · · · · · · · · · · · · · · ·	
"OFFICIAL SEAL JESSICA L KOFIN NOTARY PUBLIC, STATE OF MY COMMISSION EXPIRES M	ik § Illinois §
On Aways 15th 2011 Before me, 16510	L LOGNIC Notary Public, personally appeared
personally known to me (or proved to rise on the basis of satisfactors subscribed to the within instrument and acknowledged to me that is capacity(ies), and that by his/her/their signatures (s) on the instrument	ne/she/they executed the same in his/her/their authorized
person(s) acted, executed the instrument.	
WITNESS my hand and official seal.	Maria
	Olhin Clart's Offica

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<b>-</b> - <b>T</b> 1	IS SECTION IS FOR INTERNAL BANK	K OF AMERICA, N.A. USE ONLY
BANK OF AME	crica, N.A.	
By:	Dated:	
IM Marilla Grace pacpa STATE OF	MAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA	
County OF		
On	Before me,	Notary Public, personally appeare
personally known to me (or psubscribed to the within mate capacity(ies), and that by his	proved to me on the basis of satisfactory ument and acknowledged to me that he her/their signatures (s) on the instrume	evidence) to be the person(s) whose name(s) is/are /she/they executed the same in his/her/their authorized
WITNESS my hand and offic Signature		
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ACK	OWLEDGMENT		
State of California County of Ventura	,		
County of Ventura	)		
On October 12, 2011 befo	<sub>e me.</sub> Sophia Rine	con, Notary Public	
	(insert nar	ne and title of the office	er)
personally appeared Grace Pacpa	co, AVP		
who proved to me on the basis of satisfa subscribed to the within instrument and a his/her/their authorized capacity(les), an person(s), or the entity upon behalf of wi	cknowledged to me t I that by his/her/their	hat he/she/they execute signature(s) on the inst	ed the same rument the
I certify under PENALTY OF FERJURY paragraph is true and correct.	under the laws of the	State of California that	the foregoing
WITNESS my hand and official seal.	4	SOPHIA	RINCON (
•	C	COMM. HOTARY PUBLIC VENTURA	F 1918372 IC • CALIFORNIA COUNTY
Signature d. L.	(Seal)	My Commis December	r 23, 2014
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		Office	
		76/4'S OFF	
			(2)

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SCHEDULE A ALTA Commitment File No.: 484272

### LEGAL DESCRIPTION

LOT 1 IN FIRST ADDITION TO ALMAR MEADOWS, BEING A SUBDIVISION OF PART OF LOTS 4 AND 5 IN THE PARTITION OF THAT PART OF THE WEST 1/20 F SECTION 14, TOWNSHIP 36 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIVER AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD LAND) ALL IN COOK COUNTY, ILLINOIS.

PINH 29-14-15200 Proberily of County Clerk's Office Tile

Authorized Signature

STEWART TITLE COMPANY

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# **UNOFFICIAL COPY**

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

STATE:

ΙL

COUNTY:

COOK

ORDER #:

6885158

PIN#: 29-14-152-001

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

Nenny