



RECORDING REQUESTED BY:
BAC Home Loans Servicing, LP
Attn Home Retention Division: SV-HRD S-L
400 Countrywide Way
Simi Valley, CA 93065

Doc#: 1134103023 Fee: \$78.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/07/2011 01:47 PM Pg: 1 of 7

Loan #: 132383958

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 18th day of January 2010, between JENNIFER DUCAS, 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 September 2006 and recorded on the 8th day of September 2006 in Book No. None, Page No. None as Document No. 0626147070 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 1645 W OGDEN AVE UNIT 720, CHICAGO, IL 60607.

The real property described being set forth as follows:

SEE 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 March 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$271,721.16, 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 at the yearly rate of 2.000% from the 1st day of February 2010. See below table for additional interest rate and payment effective dates per the modified loan terms. The Borrower promises to make monthly payments according to this schedule beginning on the 1st day of March 2010. If on the 1st day of July 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 payment schedule for this modified Loan is as follows:

Table with 7 columns: Years, Interest Rate, Interest Rate Change Date, Type of Payment, Monthly Payment, Payment Begins on, Number of Monthly Payments. Rows show interest rate changes from 2.000% to 5.125% over 9 years.

- 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.

- 5. The Borrower will make such payments at 400 Countrywide Way, Simi Valley, CA 93065 or at such other place as the Lender may require.

000893931 DUCAS JG



610 132383958 MOD 001 002

Handwritten notations: SN, P, SN, MN, SCY, E, INT

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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 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.

JENNIFER DUCAS

01.25.2010

Date

Date

STATE OF Illinois  
County OF COOK

On 1-25-10

Before me, Victor E De Jesus

Notary Public, personally appeared

Jennifer G Ducas

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.

Signature



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Do Not Write Below This Line.

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

By:



Dated:

APR 07 2011

STATE OF

County OF

On

Before me,

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

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As evidenced by the signature below, the Lender agrees to the foregoing.



Mortgage Electronic Registration Systems, Inc.-

Nominee for Bank of America N.A. as successor by

Merger to BAC Home Loans Servicing, LP

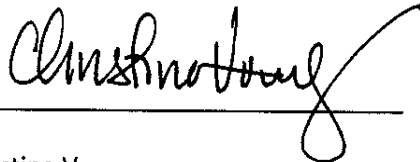
By: Myra Leblanc, Vice President

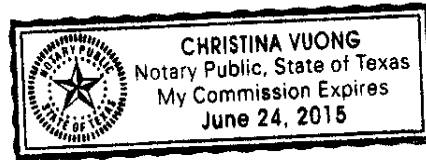
STATE OF TEXAS

COUNTY OF HARRIS

On November 23, 2011 before me, Christina Vuong Notary Public, personally appeared Myra Leblanc personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature   
Christina Vuong



My commission expires: June 24, 2015

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## EXHIBIT 'A'

UNIT(S) P-70 AND P-79 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARAMOUNT LOFTS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0603034034, AS AMENDED FROM TIME TO TIME IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

County of Cook County Clerk's Office

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## Recording Requested by/After Recording Return To:

Stewart Lender Services  
Attn: Modification Recordation  
9700 Bissonnet Street, Suite 1500  
Houston, TX 77036

Order ID: 5591932

Project ID: 169072

Loan Number: 132383958

MIN Number: 100133700013025237

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## EXHIBIT B

Borrower Name: JENNIFER DUCAS

Property Address: 1645 W OGDEN AVE UNIT 720, CHICAGO, IL 60612

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 09/18/2006 as Instrument/Document Number: 0626147070, and/or Book/Liber Number: N/A at Page Number: N/A in the real records of COOK County, State of IL.

### Additional County Requirements:

Original Loan Amount: \$241,842.00

Original Mortgage Date: 2006-09-11



# UNOFFICIAL COPY

**Recording Requested by/  
After Recording Return To:**

Stewart Lender Services  
Attn: Modification Recordation  
9700 Bissonnet Street, Suite 1500  
Houston, TX 77036

**This document was prepared by**

Home Retention Services, Inc.,  
Modifications Department  
9700 Bissonnet Street  
Suite 1500  
Houston, TX 77036  
1.855.664.8124

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## LOAN MODIFICATION AGREEMENT

Order ID: 5591932

Project ID: 169072

Loan Number: 132383958

MIN Number: 100133700013025237

Borrower: JENNIFER DUCAS

Original Loan Amount: \$241,842.00

PIN /Tax ID: 17-18-215-008, 011, 013, 014, 015

Original Mortgage Date: 2006-09-11

Legal Description: See Exhibit 'A'

Recording Reference: See Exhibit 'B'