

UNOFFICIAL COPY



Doc#: 1213717006 Fee: \$84.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/16/2012 10:01 AM Pg: 1 of 8

**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
1.855.664.5124

LOAN MODIFICATION AGREEMENT

Order ID: 5500234
Loan Number: 188605265
Borrower: JESSICA SZTUCZKA

Project ID: 157477
MIN Number: 100133700029011418

Original Loan Amount: \$331,500.00
Original Mortgage Date: 2008-02-05
Legal Description: See Exhibit 'A'
Recording Reference: See Exhibit 'B'

S N
P 8
S N
M N
SC Y
E Y
INT 1/10

UNOFFICIAL COPY

RECORDING REQUESTED BY:

BAC Home Loans Servicing, LP

Attn Home Retention Division: SV-HRD S-L

400 Countrywide Way
Simi Valley, CA 93065

Loan #: 188605265

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

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 21st day of December 2009, between JESSICA SZTUCZKA, (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 31st day of January 2008 and in the amount of \$331,500.00 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 5653 W WILSON AVE, CHICAGO, IL 60630.

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 (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- As of the 1st day of February 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$334,026.36, 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.
- 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 3.000% from the 1st day of January 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 February 2010. If on the 1st day of January 2050 (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:

<u>Years</u>	<u>Interest Rate</u>	<u>Interest Rate Change Date</u>	<u>Type of Payment</u>	<u>Monthly Payment</u>	<u>Payment Begins on</u>	<u>Number of Monthly Payments</u>
1-5	3.000%	1/1/2010	Principal and Interest	\$1,195.76	2/1/2010	60
6	4.000%	1/1/2015	Principal and Interest	\$1,375.74	2/1/2015	12
7	5.000%	1/1/2016	Principal and Interest	\$1,564.04	2/1/2016	408

- 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.

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

000961967 SZTUCZKA J



610 188605265 MOD 001 001

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.

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

Jessica Sztuczka
 JESSICA SZTUCZKA

1/5/2010
 Date

Date

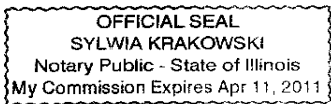
STATE OF *ILLINOIS*
 County OF *DUPAGE*

On *5th day of JANUARY 2010* Before me, *SYLWIA KRAKOWSKI* Notary Public, personally appeared *JESSICA SZTUCZKA*

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 *Sylwia Krakowski*



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Do Not Write Below This Line.

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

By:

Dated:

Jessica

01/05/2010

STATE OF *ILLINOIS*

County OF *DUPAGE*

On *01/5/2010*

Before me, *SYLWIA KRAKOWSKI*

Notary Public, personally appeared

JESSICA SZTULKA

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 *Jessica*



Sylwia Krakowski

Property of Cook County Clerk's Office

UNOFFICIAL COPY

DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., successor by Merger to BAC Home Loans Servicing, LP

By: Kimble Monroe Date 5/8/2012

Kimble Monroe, Vice President

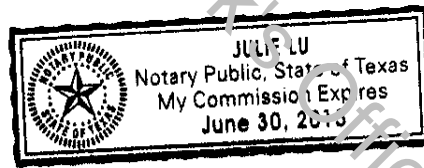
STATE OF TEXAS

COUNTY OF HARRIS

On May 8, 2012 before me, Julie Lu Notary Public-Stewart Lender Services, personally appeared Kimble Monroe, Vice President of Bank of America, N.A., successor by Merger to BAC Home Loans Servicing, LP personally known to me 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 Julie Lu
Julie Lu



My commission expires: June 30, 2015

Signature continue on the following page

UNOFFICIAL COPY

DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

Mortgage Electronic Registration Systems, Inc. (MERS),
as Nominee for Bank of America N.A., successor by merger to BAC Home Loans Servicing, LP

By: 

Myra Leblanc, Vice President

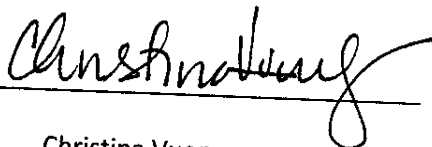
Date 5/8/2012

STATE OF TEXAS

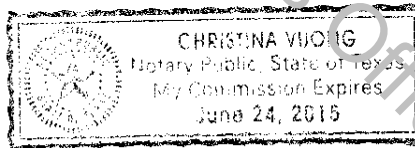
COUNTY OF HARRIS

On May 8, 2012 before me, Christina Vuong Notary Public Stewart Lender Services, personally appeared Myra Leblanc, Vice President, Vice President of Mortgage Electronic Registration Systems, Inc. (MERS) as Nominee for Bank of America N.A., successor by merger to BAC Home Loans Servicing, LP, personally known to me 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

UNOFFICIAL COPY

Order ID: 5500234

Loan Number: 188605265

Property Address: 5653 W WILSON AVE, CHICAGO, IL 60630



EXHIBIT A

The West 37.5 feet of the East 75 feet of Lot 4 in Robert's Windsor Avenue Subdivision of the North 1/2 (except the South 66 feet thereof) of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-17-222-020

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Recording Requested by/After Recording Return To:

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

Order ID: 5500234
Loan Number: 188605265
MIN Number: 00133700029041418

Project ID: 157477

EXHIBIT B

Borrower Name: JESSICA SZTUCZKA
Property Address: 5653 W WILSON AVE, CHICAGO, IL 60630

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 02/13/2008 as Instrument/Document Number: 0804449054, 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: \$331,500.00
Original Mortgage Date: 2008-02-05
PIN /Tax ID: 13-17-222-020



* 5 5 8 8 2 3 4 *



* 1 8 8 6 0 5 2 6 5 *