

# UNOFFICIAL COPY



Doc#: 1216510097 Fee: \$76.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/13/2012 04:07 PM Pg: 1 of 6

Property of Cook County Clerk's Office

**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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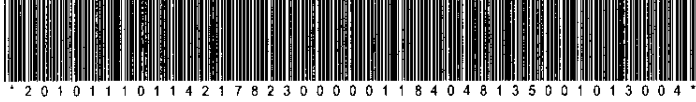
## LOAN MODIFICATION AGREEMENT

Order ID: 5102958  
Loan Number: 184048135  
Borrower: LEMMIE PAYNE and ELIZABETH PAYNE

Project ID: 126076

Original Loan Amount: \$246,645.00  
Original Mortgage Date: 2008-05-07  
Legal Description: See Exhibit 'A'  
Recording Reference: See Exhibit 'B'

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Recording Requested by  
 BAC Home Loans Servicing, LP  
 WHEN RECORDED MAIL TO:

BAC Home Loans Servicing, LP  
 Post Office Box 10266  
 Van Nuys, CA 91410-0266  
 Attention: Document Control

DocID#: 0651840481357105A

Space Above for Recorder's Use

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on November 10, 2010 between Lemmie H Payne, Elizabeth Payne (the "Borrower(s)") and BAC Home Loans Servicing, LP ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated April 17, 2008 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 7604 S Cornell Avenue, Chicago, IL 60649.

The real property described being set forth as follows:

#### SAME AS IN SAID SECURITY INSTRUMENT

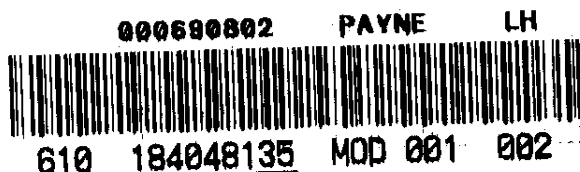
In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

The fifth [and sixth] sentence[s] of the first paragraph of the Security Instrument is[are] hereby amended to read in its[their] entirety as follows:

Borrower owes Lender the principal sum of Two Hundred Eighty Four Thousand, Six Hundred Thirty Five Dollars And Six Cents, (U.S. Dollars) (\$284,635.06). This debt is evidenced by Borrower's note dated the same date as the Security Instrument, as amended and restated as of the date herewith ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2040.

The Borrower[s] shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrower[s] and BAC Home Loans Servicing, LP shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.



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SIGNED AND ACCEPTED THIS 23 DAY OF November 2010  
BY

\_\_\_\_\_  
Lemmie H Payne

*Lemmie H Payne*

\_\_\_\_\_  
Elizabeth Payne

*Elizabeth Payne*

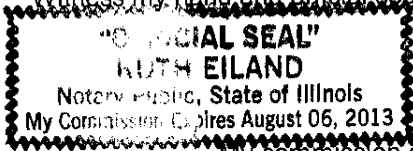
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of ILLINOIS, County of Cook On this 23 day of November  
2010 before me the undersigned, a Notary Public in and for said State, personally appeared

Lemmie Payne & ELIZABETH Payne

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 foregoing instrument and acknowledged that they executed the same.

Witness my hand and official seal.



Signature

*Ruth Eiland*

Ruth Eiland

Name (typed or printed)

My commission expires: Aug 06 2013

As evidenced by their signatures below, the Co-Owner(s) consent to this Modification of the Mortgage.

CO-OWNER(S)

\_\_\_\_\_  
Co-Owner(s) Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Co-Owner(s) Name (typed or printed)

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 \_\_\_\_\_

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DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., for itself or as by successor by merger to BAC Home Loan Servicing, L.P.

By: Stewart Lender Services, Inc., its attorney in fact

By: Shanecia Wallace

Shanecia Wallace, A.V.P., Stewart Lender Services, Inc.

6-5-12

Date

STATE OF TEXAS

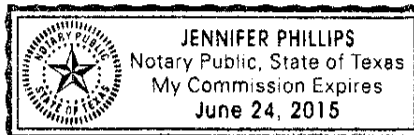
COUNTY OF HARRIS

On June 5, 2012 before me, Jennifer Phillips Notary Public-Stewart Lender Services, Inc., personally appeared Shanecia Wallace, A.V.P., Stewart Lender Services, Inc. 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 Jennifer Phillips

Jennifer Phillips



My commission expires: June 24, 2015

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Order ID: 5102958

Loan Number: 184048135

Property Address: 7604 S CORNELL AVENUE, CHICAGO, IL 60649



## EXHIBIT A

LOT 2 IN LORISH AND QUINTON'S RESUBDIVISION OF LOTS 1 TO 15 INCLUSIVE IN BLOCK 9 IN RESUBDIVISION OF BLOCKS 9 AND 10 IN JAMES STINSON'S SUBDIVISION OF EAST GRAND CROSSING A SUBDIVISION IN THE SOUTH WEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

Order ID: 5102958  
Loan Number: 184048135

Project ID: 126076

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**EXHIBIT B**

Borrower Name: LEMMIE FAYNE and ELIZABETH PAYNE  
Property Address: 7604 S CORNELL AVENUE, CHICAGO, IL 60649

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 05/09/2008 as Instrument/Document Number: 0813013102, 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: \$246,645.00  
Original Mortgage Date: 2008-05-07  
PIN /Tax ID: 70-25-308-017

