

# UNOFFICIAL COPY



Doc#: 1217919021 Fee: \$72.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/27/2012 09:44 AM Pg: 1 of 5

**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  
1.855.667.8124

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## LOAN MODIFICATION AGREEMENT

Order ID: 5553044

Project ID: 149546

Loan Number: 36725545

Borrower: JEFFREY FLEMING and JOANNA FLEMING

Original Loan Amount: \$320,000.00

Original Mortgage Date: 2005-01-21

Legal Description: See Exhibit 'A'

Recording Reference: See Exhibit 'B'

S N  
P 5  
S N  
M N  
SC 4  
E 4  
INT FR

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RECORDING REQUESTED BY:  
BAC Home Loans Servicing, LP  
Attn: Home Retention Division: CA6-919-01-43  
400 National Way  
Simi Valley, CA 93065

Loan #: 36725545

-----FOR INTERNAL USE ONLY-----

## LOAN MODIFICATION AGREEMENT (Fixed Interest Rate)


This Loan Modification Agreement ("Agreement"), made this 25th day of March 2011, between JEFFREY R FLEMING, JOANNA SALICETE FLEMING 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 10th day of May 2004 and in the amount of \$320,000.00 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 6029 N LEADER AVENUE, CHICAGO, IL 60646.

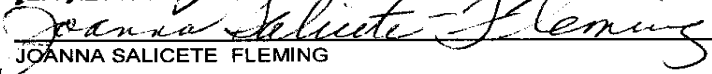
SAME AS IN SAID SECURITY INSTRUMENT

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):

1. As of the 1st day of May 2011, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$352,937.34 consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.
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 5.250% from the 1st day of April 2011. The Borrower promises to make monthly payments of principal and interest of U.S. \$2,023.15 beginning on the 1st day of May 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of October 2038 (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.
3. The Borrower will make such payments at 400 National Way, Simi Valley, CA or at such other place as the Lender may require.
4. 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.
5. 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.

  
 \_\_\_\_\_  
 JEFFREY R. FLEMING

  
 \_\_\_\_\_  
 JOANNA SALICETE FLEMING

3/31/11  
 Dated

3/31/11  
 Dated

006010001 FLEMING JR



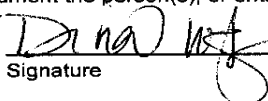
STATE OF ILLINOIS  
COUNTY OF COOK

On MARCH 31, 2011 Before DINA VOGT

Notary Public, personally appeared JEFFREY R. FLEMING & JOANNA SALICETE - FLEMING,

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

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

By:  6/15/2012  
 Richard Sharp, A.V.P., Stewart Lender Services, Inc. Date

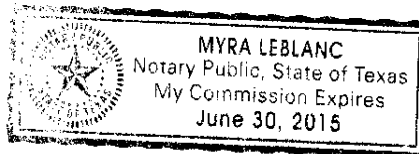
STATE OF TEXAS

COUNTY OF HARRIS

On June 15, 2012 before me, Myra Leblanc Notary Public-Stewart Lender Services, Inc., personally appeared Richard Sharp, 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 he executed the same in his authorized capacity, and that by his 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   
 Myra Leblanc



My commission expires: June 30, 2015

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Order ID: 5553044

Loan Number: 36725545

Property Address: 6029 N LEADER AVENUE, CHICAGO, IL 60646



## EXHIBIT A

LOT 23 IN EDGEROOK PARK, BEING A SUBDIVISION OF PART OF LOT 4 OF THE RESUBDIVISION OF LOT 2 IN BILL W. CALDWELL'S RESERVE IN SECTION 4, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 17, 1939, AS DOCUMENT 12328039, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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

Order ID: 5553044  
Loan Number: 36725545

Project ID: 149546

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### EXHIBIT B

Borrower Name: JEFFREY FLEMING and JOANNA FLEMING  
Property Address: 6029 N LEADER AVENUE, CHICAGO, IL 60646

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 05/19/2004 as Instrument/Document Number: 0414033167, 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: \$320,000.00  
Original Mortgage Date: 2005-01-21  
PIN /Tax ID: 13-04-416-007-0000

