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Doc#: 1219415087 Fee: \$80.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/12/2012 02:11 PM Pg: 1 of 7

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  
1.855.667.8724

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**LOAN MODIFICATION AGREEMENT**

Order ID: 5525349  
Loan Number: 873416356  
Borrower: PATRICIA NAVILIO

Project ID: 52445

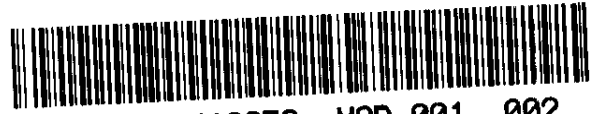
Original Loan Amount: \$975,000.00  
Original Mortgage Date: 2002-10-15  
Legal Description: See Exhibit 'A'  
Recording Reference: See Exhibit 'B'

S 2  
P 7  
S 2  
M 2  
SC 4  
E 4  
INT EQ

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873 416356

BANK OF AMERICA, N.A.  
 275 SOUTH VALENCIA AVENUE  
 BREA, CA 92823-6340  
 ATTN: LOSS MITIGATION DEPT.



610 873416356 MOD 001 002

Loan No. 3000024095

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**LOAN MODIFICATION AGREEMENT****ORIGINAL**

This Loan Modification Agreement ("Agreement"), made this ~~1st~~ day of October, 2009, between PATRICIA NAVAJIO married to MICHAEL R. LAVENDER, signing for the sole purpose of perfecting homestead interest, ("Borrower(s)"), and Bank of America, N.A., with offices at 275 South Valencia Avenue, Brea, CA 92823-6340, ("Lender") current holder of the Note and assignee of the Security Instrument hereinafter described, amends and supplements (1) the Note dated **October 15, 2002**, made in the amount of **\$975,000.00**, and (2) the Security Instrument dated **October 15, 2002**, and recorded **November 18, 2002**, as **Instrument No. 21268052**, in the official records of **COOK COUNTY** which covers the real property described in said Security Instrument, located at: **2015 N. SEDGWICK, CHICAGO, IL 60614** ("Property"), and more particularly described as:

*LOT 3 IN LINDGREN, WOLDMER AND GEE'S RESUBDIVISION OF LOTS 1,2,3,4 AND 5 IN THE SUBDIVISION OF LOTS 14,15, 16 AND 17 IN THE SUBDIVISION OF THE WEST 1/2 OF LOT 7 IN KUHN'S SUBDIVISION OF BLOCK 31 IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COCK COUNTY ILLINOIS.*

*TAX ID/PARCEL NUMBER: 14-33-207-017-0000*

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 **July 1, 2009**, the amount payable under the Note and the Security Instrument is **\$902,826.32** ("Unpaid Principal Balance"). The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of **\$65,660.43** have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over **480** months. When payments resume on **August 1, 2009**, the New Unpaid Principal Balance will be **\$968,486.75**.

2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual step rate of **4.250%** from **July 1, 2009**, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of **\$4,199.55** beginning **August 1, 2009**, and on the same day of each month thereafter until **July 1, 2014**. Interest will be charged on the Unpaid Principal Balance at the annual step rate of **6.875%** from **July 1, 2014**, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of **\$5,779.07** beginning **August 1, 2014**, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full.

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If on **July 1, 2049**, ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

Borrower(s) shall make the monthly payments described herein at Bank of America Mortgage, 475 CrossPoint Parkway, P.O. Box 9000, Getzville, NY 14068-9000 or at such other place that Lender may designate.

3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note, Security Instrument and /or this Agreement without further notice or demand on the Borrower(s).

4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for or relating to any change or adjustment in the rate of interest payable under the note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly 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 of the terms and provisions of the instruments, as amended by this Agreement.

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Page 3

BORROWER(S):

Date: 10/1/2009

Patricia Navilio  
PATRICIA NAVILIO

Patricia Navilio  
Print Name

Michael R. Lavender  
MICHAEL R. LAVENDER, signing for the sole purpose of perfecting homestead interest

Michael R. Lavender  
Print Name

STATE OF Illinois

COUNTY OF Cook

On October 1st, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared PATRICIA NAVILIO and MICHAEL R. LAVENDER [ ] 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 the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Margaret Dziubak  
Signature of Notary

MARGARET DZIUBAK  
Printed Name

My commission expires: 12/06/2011



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Page 4

LENDER:

Date: 10-27-09

**Bank of America, N.A., current holder of the Note and Security Instrument**

BY: *Adele Voorhees*

ADELE VOORHEES

(Print Name)

VP : RISK OPERATIONS TEAM MANAGER

Title

*Karen Branam*

Witness Signature

*Karen Branam*

Print Name

*Raymond KD*

Witness Signature

RAYMOND KD

Print Name

STATE OF CALIFORNIA )

COUNTY OF ORANGE )

On 10.27.09 before me, the undersigned, a Notary Public in and for said State, personally appeared Adele Voorhees  
[  ] 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 the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

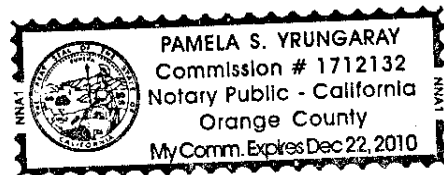
WITNESS my hand and official seal.

*Pamela S. Yrugaray*  
Signature of Notary

**Pamela S. Yrugaray**

Printed Name

My commission expires: 12.22.10



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Order ID: 5525349

Loan Number: 873416356

Property Address: 2015 N SEDGWICK, Chicago, IL 60614



## EXHIBIT A

LOT 3 IN LINDBERG, WOLDMER AND GEE'S RESUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 IN THE SUBDIVISION OF LOTS 14, 15, 16 AND 17 IN THE SUBDIVISION OF THE WEST 1/2 OF LOT 7 IN KUHN'S SUBDIVISION OF BLOCK 31 IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

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Loan Number: 873416356

Project ID: 52445

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**EXHIBIT B**

Borrower Name: PATRICIA NAVILIO  
Property Address: 2015 N SEDGWICK, Chicago, IL 60614

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 11/18/2002 as Instrument/Document Number: 21268052, 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: \$975,000.00  
Original Mortgage Date: 2002-10-15  
PIN /Tax ID: 14-33-207-017-0000

