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Doc#: 1220515089 Fee: \$72.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 07/23/2012 01:39 PM 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

LOAN MODIFICATION AGREEMENT

1.855.664.5124

Order ID: 5077383

Loan Number: 55007721

Borrower: SHIRLEY EDWARDS

Original Loan Amount: \$135,703.00 Original Mortgage Date: 2004-06-04 Legal Description: See Exhibit 'A' Recording Reference: See Exhibit 'B' Project ID: 86651

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RECORDING REQUESTED BY:

BAC Home Loans, Servicing, LP

Attn Home Retentich Division: CA6-400 Countrywide Way Simi Valley, CA 93065 19 0 14 OFFICIAL 6000352 V EDWARDS S 610 0550<u>07721</u> MOD 001 002

Loan #: 55007721

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

LOAN MODIFICATION AGREEMENT

(Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 22nd day of May 2009, between SHIRLEY D EDWARDS, 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 4th day of June 2004 and in the amount of \$135,703.00 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 8000 S PHILLIPS AVE #3N, CHICAGO, IL

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 July 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$133,391.17 consisting or 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.
- 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 June 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$563.94 beginning on the 1st day of July 2009, 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 July 2034 (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 Countrywide way, Simi Valley, CA 93065 or at such other place as the Lender may require.
- Nothing in this agreement shall be understood or construed to be a satisfection 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.
- 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

SHIRLEY D EDWARDS

A Working W. Source State of the foregoing Dated

STATE OF Illinois

COUNTY OF Cook

On May 29 2009 Before John A. Frale

Notary Public porcessilly assessed.

WITNESS my hand and official seal.

John A. Frale

OFFICIAL SEAL
JOHN A. FRALE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-18-2012

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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 Loans Servicing, L.P.

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

By Manega Mallace

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

Date

STATE OF TEXAS

COUNTY OF HARRIS

On June 18, 2012 before me, <u>Jennifer Phillips Notary Public-Stewart Lender Services</u>, <u>Inc.</u>, personally appeared <u>Shanecia Wallace</u>, <u>A.V.P.</u>, <u>Stewart Lender Services</u>, <u>Inc.</u> personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that <u>she</u> executed the same in <u>her</u> authorized capacity, and that by <u>her</u> 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
Notary Public, State of Texas
My Commission Expires
June 24, 2015

My commission expires: June 24, 2015

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Order ID: 5077383

Loan Number: 55007721

Property Address: 8000 S PHILLIPS AVE #3N, CHICAGO, IL 60617



EXHIBIT A

PARCEL 1: UNIT 2N IN PHILLIPS SHORE CONDOMINIUM AS DELINEATED UPON THE PLAT OF SURVEY OF THE REAL ESTATE DESCRIBED AS FOLLOWS: THE NORTH 10 FEET OF LOT 32, ALL OF LOTS 33 AND 34 AND 35 (EXCEPT THE NORTH 15 FEET THEROF) IN SPEIGHT AND OTHERS SUDDIVISION OF 17.117 ACRES SOUTH OF BALTIMORE AND OHIO RAILROAD (N THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE TPIRD PRINCIPAL MERIDIAN, DELINEATED ON A PLAT OF SURVEY . ATTACHED AS EXHIBUTO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 0067493/, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DEFINED AND SET FORTH THEREIN, IN COOK COUNTY, ILLINOIS. PARCEL 2: EXCLUTIVE USE AND POSSESSION OF THE LIMITED COMMON ELEMENT DESIGNATED GARAGE L.C.E. G-2 ON THE PLAT OF SURVEY ATTACHED AS EXHIBIT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE NEY,
OUNTY
CONTROL
ONE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 00674937

1220515089 Page: 5 of 5

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

Houston, TX 77036

Order ID: 5077383

Loan Number: 55007721

Project ID: 86651

EXHIBIT B

Borrower Name: SHIRLEY EDWARDS

Property Address: 8000 S PHILLIP'S A /E #3N, CHICAGO, IL 60617

This Modification Agreement amends an a supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 06/25/2004 as Inst., ment/Document Number: 0417740117, and/or Book/Liber Number: N/A at Page Number: N/A in the real records of COOK County, State of IL. JUNE CLORES

Additional County Requirements:

Original Loan Amount: \$135,703.00 Original Mortgage Date: 2004-06-04

PIN /Tax ID: 21311080751007



