

# UNOFFICIAL COPY



Doc#: 1221519030 Fee: \$84.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 08/02/2012 08:58 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  
1.855.364.8124

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## LOAN MODIFICATION AGREEMENT

Order ID: 5080839

Project ID: 101894

Loan Number: 82106854

MIN Number: 10001570004/995595

Borrower: SALLY JOHNSON and TERRELL BALLINGER

Original Loan Amount: \$226,348.00

Original Mortgage Date: 2004-10-28

Legal Description: See Exhibit 'A'

Recording Reference: See Exhibit 'B'

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INT

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Property of Cook County Clerk's Office

Recording Requested by  
BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.  
WHEN RECORDED MAIL TO:

BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.  
7105 Corporate Drive  
(PTX-B-36)  
Plano, TX 75024  
DocID#: 0651701199207105A

Space Above for Recorder's Use

82106854

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on July 28, 2010 between SALLY JOHNSON and TERRELL BALLINGER (the "Borrower(s)") and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated the October 27, 2004 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 7736 S AVALON AVE, CHICAGO, IL 60619.

The real property described being set forth as follows:

000637612      JOHNSON      S



610 082106854 MOD 001 001

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## 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 sixteen thousand four hundred ninety nine and 94/100, (U.S. Dollars) (\$216,499.94). 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 August 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, a subsidiary of Bank of America, N.A. 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.

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SIGNED AND ACCEPTED THIS 4<sup>th</sup> DAY OF August 2010

BY Sally Johnson  
SALLY JOHNSON

Terrell Ballinger  
TERRELL BALLINGER

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of ILLINOIS, County of Cook On this 4<sup>th</sup> day of August, 2010 before me the undersigned, a Notary Public in and for said State, personally appeared

SALLY JOHNSON AND TERRELL BALLINGER

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 Howard J. Powers II  
Howard J. Powers II  
Name (typed or printed)

My commission expires: 10/29/10

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

CO-OWNER(S)

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

Direct: \_\_\_\_\_

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 \_\_\_\_\_

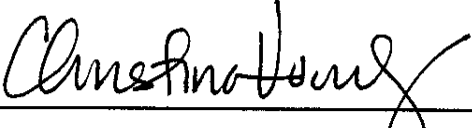
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DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

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

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

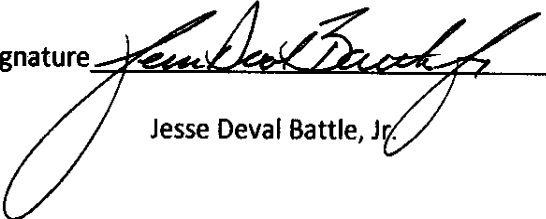
By:  7/19/2012  
 Christina Vuong, A.V.P., Stewart Lender Services, Inc. Date

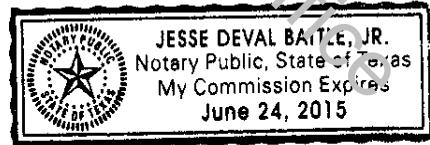
STATE OF TEXAS

COUNTY OF HARRIS

On July 19, 2012 before me, Jesse Deval Battle, Jr. Notary Public-Stewart Lender Services, Inc., personally appeared Christina Vuong, 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   
 Jesse Deval Battle, Jr.



My commission expires: June 24, 2015

Signatures continue on the following page

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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: Charles Barrios

7/19/12  
Date

Charles Barrios, Vice President

STATE OF TEXAS

COUNTY OF HARRIS

On July 19, 2012 before me, Myra Leblanc Notary Public-Stewart Lender Services, Inc., personally appeared Charles Barrios, 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 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

Myra Leblanc



My commission expires: June 30, 2015

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Order ID: 5080839

Loan Number: 82106854

Property Address: 7736 S AVALON AVE, CHICAGO, IL 60619



## EXHIBIT A

LOT 15 IN BLOCK 78 IN CORNWELL BEING A SUBDIVISION OF THE WEST 1/2 OF SECTION 26 AND THE SOUTHEAST 1/4 OF SECTION 26 (EXCEPT THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4) IN THE NORTH 1/2 OF THE NORTHWEST 1/4 THE SOUTH 1/2 OF THE NORTHWEST 1/4 LYING WEST OF THE I.C.R.R. AND THE NORTHWEST 1/2 OF THE NORTHEAST 1/2 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID #: 20-26-417-022

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: 5080839  
Loan Number: 82106854  
MIN Number: 100015700040995595

Project ID: 101894

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**EXHIBIT B**

Borrower Name: SALLY JOHNSON and TERRELL BALLINGER  
Property Address: 7736 S AVALON AVE, CHICAGO, IL 60619

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 11/22/2004 as Instrument/Document Number: 0432746024, 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: \$226,348.00  
Original Mortgage Date: 2004-10-28  
PIN /Tax ID: 20-26-417-022

