

APN 04233030230000

RECORDING REQUESTED BY: Bank of America, N.A. Attn: Home Retention Division 7105 Corporate Drive 1001 LIBERTY AVE (PTX-B-36) SUITE 675 Plano, TX 75024 PITTSBURGH, PA 15222 This document was prepared by Bank of America, N.A., NICK BOSCH, 1001 LIBERTY AVE, STE 675, PITTSBURGH, PA 15222 333258-1300777 Doc ID #: 000158669267 MOD	
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-----SPACE ABOVE THIS LINE FOR RECORDER'S USE-----

**LOAN MODIFICATION AGREEMENT  
(Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made on 18th of August, 2012, between PATRICIA OGEDENGBE (the "Borrower(s)"), and Bank of America, N.A., Original Lender/Beneficiary Lender or Servicer ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the 16th of February, 2007 in the amount of \$412,000.00, and (2) the Note bearing the same date as, and secured by, the Security Instrument, and (3) any prior agreements or modifications in effect relative to the Note and Security Instrument which covers the real and personal property described in the Security Instrument and defined therein as the "Property" (See Exhibit A for Legal Description if applicable), located at 1813 WESTLEIGH RD, GLENVIEW, IL 60025. (See Exhibit B for assignments of record if applicable).

The real property described being set forth as follows:

**"SAME AS IN SAID SECURITY INSTRUMENT"**

RECORDED 3-8-2007 INST. # 0706535 085

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

ORIGINAL MTE. AMT. \$412,000.00 NEW MONEY AMT \$0.00

- As of 1st of August, 2012, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$532,056.83, consisting of



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amount(s) loaned to the Borrower by the Lender which may include, but are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

2. \$159,617.05 of the "New Principal Balance" shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$372,439.78. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.625% from the 1st of August, 2012. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,704.39 beginning on the 1st of September, 2012, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. If on 1st of August, 2052 (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. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the Maturity Date.
4. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
5. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.  
  
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.
6. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:



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- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
7. The Borrower will make such payments at Payment Processing, P.O. Box 650070, Dallas, TX 75265 or at such other place as the Lender may require.
8. 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 hereof, as amended by this Agreement.
9. 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.
10. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.

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As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.

Patricia Ogedengbe  
PATRICIA OGEDENGBE

8/22/12  
Date

**Witness signature line** should specify that it is designated for a witness to sign including a line designated for the witness' printed name

Witness Signature: Sabrina Bolt  
Witness Printed Name: Sabrina Bolt  
Witness Date: 8/22/2012

\_\_\_\_\_ [Space below this line for Acknowledgement] \_\_\_\_\_

STATE OF ILLINOIS  
COUNTY OF COOK

On 8/22/12 before Me, Amanda Barkley Notary Public, personally appeared PATRICIA OGEDENGBE 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Amanda Barkley Notary Signature

\_\_\_\_\_  
Notary Public Printed Name Please Seal Here

\_\_\_\_\_  
Notary Public Commission Expiration Date Date



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DO NOT WRITE BELOW THIS LINE.

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THIS SECTION IS FOR INTERNAL USE ONLY

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

By: Urban Settlement Services, LLC, its attorney in fact

By:

Dated: SEP 04 2012

Name:  
Title:

**Leroy Delgado**  
**Assistant Secretary**

Property of Clerk's Office

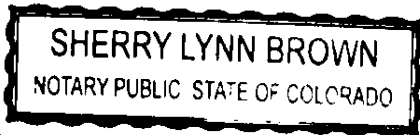
[Space below this line for Acknowledgement]

STATE OF Colorado  
COUNTY OF Monte Vista

On 9-4-12 before me Sherry Lynn Brown Notary Public, personally appeared Leroy Delgado 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sherry Lynn Brown Notary Signature  
Sherry Lynn Brown Notary Public Printed Name Please Seal Here  
12-27-15 Notary Public Commission Expiration Date



My Comm. Expires December 27, 2015

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## EXIHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOT 404, EXCEPT THE SOUTHERLY 131.00 FEET THEREOF, AS MEASURED AT RIGHT ANGLES TO THE SOUTHERLY LINE THEREOF, OF LOT 404 IN HEATHERFIELD UNIT 1, BEING A RESUBDIVISION IN SECTIONS 22 AND 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 17, 1998 AS DOCUMENT NUMBER 98125098, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE EASEMENT GRANT AGREEMENT RECORDED AS DOCUMENT 23876793 FOR INGRESS AND EGRESS AND UTILITY PUPROSES.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENT OVER AND UPON THE COMMON PROPERTY AS DEFINED, DESCRIBED AND DECLARED IN DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HEATHERFIELD SINGLE FAMILY ATTACHED HOMES RECORDED JUNE 11, 1998 AS DOCUMENT NUMBER 98494996.

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