



Doc#: 1225815058 Fee: \$72.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/14/2012 02:51 PM Pg: 1 of 5

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Prepared By: Stephanie Pate  
Return To: Branch Banking and Trust Co.  
301 College St  
Greenville SC, 29601

BB&T Mortgage Loan No- 6994205720

MIN NO: 1008181 0101026003 8

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

This Loan Modification Agreement ("Agreement"), is effective June 1, 2012, between Joel P Sanchez (Borrower) Husband and Wife, Ana V Sanchez (Borrower) and Mortgage Electronic Registration Systems Inc.(MERS) as nominee for lender and amends and supplements (1) the Note made by the Borrower, dated 10/28/2010 in the original principal sum of U.S. \$172,674.00 and (2) the Mortgage Deed of Trust, or Deed to Secure Debt ("the Security Instrument") securing the Note recorded on 11/23/2010 in Instrument # 1032728020 in the Office of the Registry of Cook County. For the purpose of this Agreement, the term "Property" shall be the real property and personal property, if any, together with any improvements located thereon, as more particularly described in the Security Instrument and having an address of:

✓ 7820 Nagle Ave  
Burbank IL 60459

The real property described being set forth as follows:  
See attached

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. Borrower hereby acknowledges that prior to this modification the outstanding unpaid principal balance due under the Note and Security Instrument is \$170,767.25.
2. 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, cost and expenses, in the total amount of \$14,220.80 has been added to the indebtedness under the terms of the Note and Security Instrument, as of June 1, 2012 resulting in a total indebtedness due of U.S. \$184,988.05 (the new "Unpaid Principal Balance").
3. The borrower promises to pay the new Unpaid Principal Balance to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 4.000%, from June 1, 2012. The borrower promises to make monthly payments of principal and interest of U.S. \$883.16, beginning on July 1, 2012 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1, 2042 (the "Maturity Date"), the borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments to and at Branch Banking and Trust Company, Mortgage Payment Center, P.O. Box 580302, Charlotte, NC 28258-0302 or such other place as the Lender may require.

Borrower Initial: AS

Co-Borrower Initial: A.V.S

S AS  
P AS  
S AS  
M AS  
S yes  
E yes  
INT on

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BB&amp;T Mortgage Loan No: 599120572

MNLNC: 1008181 0101026003 8

4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
5. The borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the 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:
  - 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; and
  - b) All terms and provisions of any adjustable rate rider 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.
6. 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 of the terms and provisions thereof, as amended by this Agreement.

Borrower Initial: Co-Borrower Initial:           a r s

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BB&T Mortgage Loan No: 699 1265720

MFL NC: 1008181 0101026003 8

(Individual Acknowledgement)

Witness our hands and seals to this Agreement this 9<sup>th</sup> day of July, 2012.

Graciela Diaz  
Witness Signature

Graciela Diaz  
Witness Printed Name

BY: Joel P Sanchez  
Joel P Sanchez

BY: Ana V Sanchez  
Ana V Sanchez

Evelin Sants  
Witness Signature

Evelin Sants  
Witness Printed Name

STATE OF Illinois )  
COUNTY OF Cook )

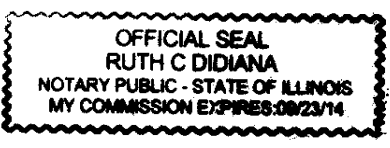
I, Ruth C. DiDiana, a Notary Public of said county do hereby certify that Joel P. & Ana V. Sanchez, borrower(s) personally appeared before me this day and acknowledged the execution of the foregoing AGREEMENT.

The execution thereof SWORN to before me this 9<sup>th</sup> day of July, 2012.

NOTARY PUBLIC FOR STATE OF Illinois

My Commission Expires: 9/23/2014

Ruth C. DiDiana  
Notary Public



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BB&T Mortgage Loan No. 6994205720

MIN NO: 1008181 0101026003 8  
MERS Phone: 1-888-679-6377

(Corporate Acknowledgement)

Witness our hands and seals to this Agreement this 21 day of August, 2012.

Mortgage Electronic Registration Systems Inc  
As nominee for lender.

WITNESSED BY:

Barry Webb  
Printed Name: Barry Webb

BY John Harmon  
John Harmon  
Title: Assistant Secretary

DeAnn Ortiz  
Printed Name: DeAnn Ortiz

STATE OF South Carolina)

COUNTY OF Greenville) Spartanburg

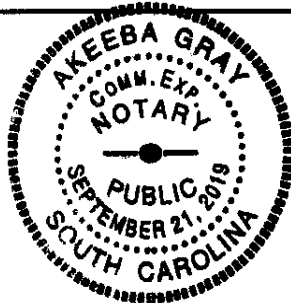
I, Akeeba Gray, Notary Public of said County, do hereby certify that, John Harmon, Lender/Note Holder, personally appeared before me this day and acknowledged that he/she is Assistant Secretary of Mortgage Electronic Registration Systems Inc, and acknowledge on behalf of the corporation the due execution of the foregoing instrument

SWORN TO BEFORE ME THIS 21 day of Aug, 2012.

My Commission Expires: Sept. 21, 2019

Akeeba Gray  
Notary Public

Notary Public of South Carolina



# UNOFFICIAL COPY

Exhibit "A"

**LOT 2 IN MCELROY'S RESUBDIVISION OF LOTS 7 TO 10 IN BLOCK 19 IN FREDERICK H BRATLETT'S FIRST ADDITION TO GREATER 79TH STREET, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, ALSO THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS**

Parcel ID Number 19-30-409-041-0000

Property of Cook County Clerk's Office