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Doc#: 1226110049 Fee: \$80.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/17/2012 10:51 AM 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
1.855.664.8124

LOAN MODIFICATION AGREEMENT

Order ID: 7393473
Loan Number: 146260922
Borrower: DMYTRO ZAGRYVYY

Project ID: 220029

Original Loan Amount: \$102,800.00
Original Mortgage Date: 20061129
Legal Description: See Exhibit 'A'
Recording Reference: See Exhibit 'B'

S N
P ?
S ✓
M ✓
SC ✓
E ✓
INT FR

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RECORDING REQUESTED BY: BAC Home Loans Servicing, LP a subsidiary of Bank of America, N.A. Attn. WORKOUT DEPARTMENT, LAN-70 177 COUNTRYWIDE WAY LANCASTER, CA 93536'	
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Loan #: 146260922

LOAN MODIFICATION AGREEMENT

(Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 28th day of July, 2009, between DMYTRO ZAGRYVYY, and BAC Home Loans Servicing, LP a subsidiary of Bank of America, N.A. (Lender), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the Security Instrument), dated the 13th day of October, 2003 and in the amount of \$102,800.00 and (2) the Note 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 572 FAIRWAY VIEW DR, 3B, WHEELING, IL 60090.

The real property described being set forth as follows:

SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (not withstanding anything to the contrary contained in the Note or Security Instrument):

1. As of the 1st day of October, 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$109,296.07 consisting of the amount(s) loaned to the borrower by Lender and any interest capitalized to date.
2. 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 5.625% from the 1st day of September, 2009. The Borrower promises to make monthly payment of principal and interest of U.S. \$573.04 beginning on the 1st day of October, 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 September, 2049 (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 payment at Payment Processing PO Box 650070 Dallas, TX 75265 or at such other place as the Lender may require.
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 consent, the Lender may, at it's option, require immediate payment in full of all sums secured by the Security Instrument.
5. The Borrower also will comply with all other covenants, agreements, and requirement 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, if your original Note or Security Instrument was an Adjustable Rate, the following terms and provision are cancelled, null, and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the original Note and Security Instrument (if any) proving for, implementing, or relating to, any 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 original Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.



July 28, 2009
The HOPE Team
CHL Loan #: 146260922



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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 terms and provisions thereof, as amended by this Agreement.

7. 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, or is otherwise missing upon the request of the Lender, Borrower(s) will comply with Lender's request to execute acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost misplaced, misstated, inaccurate or otherwise missing document(s). 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.

[Signature]
DMYTRO ZAGRYVYY Dated: 8.05.09

STATE OF _____

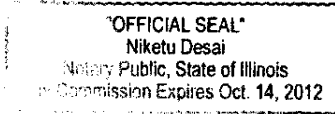
COUNTY OF COOK

On 5th Aug 2009 before me, NIKETU DESAI Notary Public, personally appeared

DMYTRO ZAGRYVYY
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.

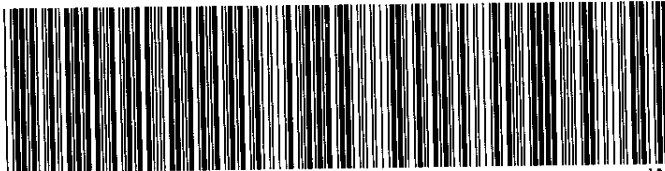
[Signature]
Signature



BAC Home Loans Servicing, LP a subsidiary of Bank of America, N.A.

By: _____ Dated: _____

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.



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

By: *Christina Vuong*

8/29/2012

Christina Vuong, A.V.P., Stewart Lender Services, Inc.

Date

STATE OF TEXAS

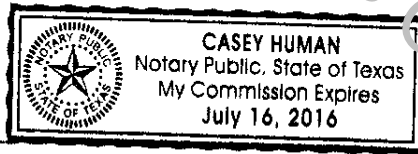
COUNTY OF HARRIS

On August 29, 2012 before me, Casey Human 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 *Casey Human*

Casey Human



My commission expires: July 16, 2016

Signatures continue on the following page

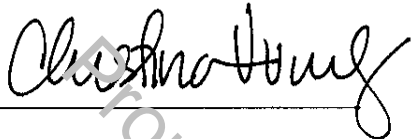
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DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

Mortgage Electronic Registration Systems, Inc. (MERS),

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

By: 

Christina Vuong, Vice President

8/29/2012

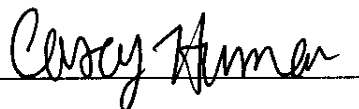
Date

STATE OF TEXAS

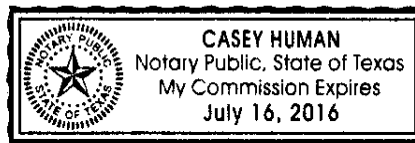
COUNTY OF HARRIS

On August 29, 2012 before me, Casey Human Notary Public-Stewart Lender Services, Inc., personally appeared Christina Vuong, Vice President of Mortgage Electronic Registration Systems, Inc. (MERS), as Nominee for Bank of America, N.A., for itself or as 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 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 

Casey Human



My commission expires: July 16, 2016

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Order ID: 7393473



Loan Number: 146260922

Property Address: 572 FAIRWAY VIEW DR, 3B, WHEELING, IL 60090

EXHIBIT A

UNIT NUMBER BUILDING 3B IN BUILDING 4 IN FAIRWAY GREENS CONDOMINIUM, AS
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:
LOT 1 IN FAIRWAY GREENS SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE
NORTHEAST $\frac{1}{4}$ AND THE SOUTHEAST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH PLAT OF SURVEY IS
ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JULY 8, 2005 AS
DOCUMENT NUMBER 0518939010, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN
THE COMMON ELEMENTS.

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

Order ID: 7393473
Loan Number: 146260922

Project ID: 220029

EXHIBIT B

Borrower Name: DMYTRO ZAGRYVYY
Property Address: 572 FAIRWAY VIEW DR, 3B, WHEELING, IL 60090

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 10/24/2006 as Instrument/Document Number: 0629756096, 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: \$102,800.00
Original Mortgage Date: 20061129
PIN /Tax ID: 03-04-201-022

