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Doc#: 1226115050 Fee: \$74.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/17/2012 01:14 PM Pg: 1 of 5

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
1.855.664.6124

LOAN MODIFICATION AGREEMENT

Order ID: 7852910
Loan Number: 870751354
Borrower: ELZBIETA GERBER

Project ID: 130272

Original Loan Amount: \$224,800.00
Original Mortgage Date: 20091114
Legal Description: See Exhibit 'A'
Recording Reference: See Exhibit 'B'

S N
P 5
S N
M N
SC Y
E Y
INT F12

RECORDING REQUESTED BY:

BAC Home Loans Servicing, LP

Attn Home Retention Division: CA6 919-0113
400 Countrywide Way
Simi Valley, CA 93065

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Loan #: 870751354

FOR INTERNAL USE ONLY

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

This Loan Modification Agreement ("Agreement"), made this 23rd day of August 2010, between ELZBIETA GERBER, 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 23rd day of November 2007 and recorded on the 23rd day of November 2007 in Book No. None, Page No. None as Document No. 0734726068 in the Official Records of Cook County, in the State of Illinois, 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 3133 SUNSET LANE, FRANKLIN PARK, IL 60131.

Please See Attached Exhibit (A)

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 As of the 1st day of October 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$223,418.33 consisting of 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.
- 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 4.750% from the 1st day of September 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,040.59 beginning on the 1st day of October 2010, 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 2050 (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 or at such other place as the Lender may require.
- 4 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.
- 5 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

E. Gerber
ELZBIETA GERBER

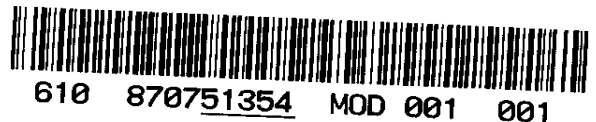
08.25.10
Dated

STATE OF ILLINOIS
COUNTY OF COOK

On Aug 26th 2010 Before Malgorzata Borowiec
Notary Public, personally appeared ELZBIETA GERBER

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]
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 successor by merger to BAC Home Loans Servicing, LP

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

By: 

Myra LeBlanc, V.P., Stewart Lender Services, Inc.

8-29-12

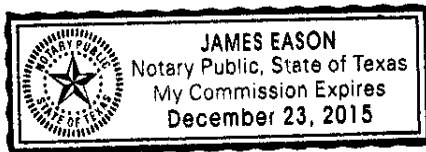
Date

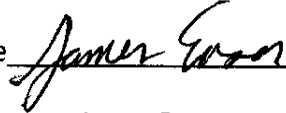
STATE OF TEXAS

COUNTY OF HARRIS

On August 29, 2012 before me, James Eason Notary Public-Stewart Lender Services, Inc., personally appeared Myra LeBlanc 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 

James Eason

My commission expires: December 23, 2015

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LOTS 40 AND 41 (EXCEPT THE NORTH 5 FEET THEREOF) IN BLOCK 2 IN FOURTH ADDITION TO FRANKLIN PARK, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 (NORTH OF GRAND AVENUE) OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 12-28-106-055-0000

Property Address: 3133 NORTH SUNSET LANE, FRANKLIN PARK, IL 60131

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Loan Number: 870751354

Project ID: 130272

EXHIBIT B

Borrower Name: ELZBIETA GERBER
Property Address: 3133 SUNSET LANE, FRANKLIN PARK, IL 60131

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 12/13/2007 as Instrument/Document Number: 0734726068, 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: \$224,800.00
Original Mortgage Date: 20091114
PIN /Tax ID: 12281060550000

