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Doc#: 1227519134 Fee: \$86.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/01/2012 03:09 PM 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
1.855.834.3124

LOAN MODIFICATION AGREEMENT

Order ID: 7997113

Project ID: 219129

Loan Number: 873301763

Borrower: CONSTANCE BLACKWELL and JAMES BLACKWELL

Original Loan Amount: \$101,400.00

Original Mortgage Date: 20010424

Legal Description: See Exhibit 'A'

Recording Reference: See Exhibit 'B'

S AK
P AK
S AK
M AK
SC AK
E AK
INT AK

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BANK OF AMERICA, N.A.
 475 CROSSPOINT PARKWAY
 GETZVILLE, NY 14068
 ATTN: HOMEOWNERSHIP RETENTION FULFILLMENT CENTER
 Prepared by: Anita Chyreck

Loan No. **0029713823**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

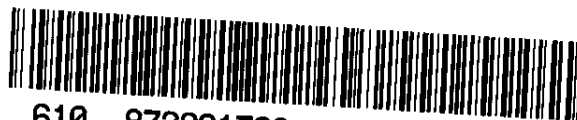
This Loan Modification Agreement ("Agreement"), made this 12th day of January, 2008, between CONSTANCE BLACKWELL, JAMES A BLACKWELL III, and LATANYA D BLACKWELL ("Borrower(s)"), and **Bank of America, N.A.**, with offices at 475 CrossPoint Parkway, Getzville, NY 14068, ("Lender") current holder of the Note and Security Instrument hereinafter described, amends and supplements (1) the Note dated **April 24, 2001**, made in the amount of **\$101,400.00**, and (2) the Security Instrument dated **April 24, 2001**, and recorded **May 7, 2001**, as **Instrument No: 0010377678**, in the official records of **Cook County** which covers the real property described in said Security Instrument, located at: **18430 KEDZIE AVENUE #2B, HOMEWOOD, IL 60430** ("Property"), and more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TAX ID/PARCEL NUMBER: 31022020071084

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 **January 1, 2008**, the amount payable under the Note and the Security Instrument is **\$100,875.07** ("Unpaid Principal Balance"). 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, costs and expenses in the total amount of **\$5,774.40** have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over **336** months. When payments resume on **February 1, 2008**, the New Unpaid Principal Balance will be **\$106,649.47**.



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2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of **7.875%** from **January 1, 2008**, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of **\$787.32** beginning **February 1, 2008**, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on **January 1, 2036**, ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

Borrower(s) shall make the monthly payments described herein at Bank of America Mortgage, 475 CrossPoint Pkwy., P.O. Box 9000, Getzville, NY 14068-9000, or at such other place that Lender may designate.

3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note, Security Instrument and /or this Agreement without further notice or demand on the Borrower(s).

4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for 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 or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly 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 of the instruments, as amended by this Agreement.

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BORROWER(S):

Date: Jan 12, 2008

Constance Blackwell
CONSTANCE BLACKWELL

James A. Blackwell III
JAMES A BLACKWELL III

Latanya D Blackwell
LATANYA D BLACKWELL

STATE OF Illinois
COUNTY OF Will

On January 12, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared CONSTANCE BLACKWELL, JAMES A BLACKWELL III, and LATANYA D BLACKWELL. [] personally known to me - OR - [X] 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 the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

Kevin J. Cathey
Printed Name

My commission expires: 10/13/2008



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Loan No. 0029713823

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LENDER:

Date: 1-18-08

Bank of America, N.A., current holder of the Note and Security Instrument

BY: [Signature]
Julie Reukauf
(Print Name and Title)

Assistant Vice President

[Signature]

Witness Signature **Patricia A. Pikul**

Print Name **Vice President**

[Signature]

Witness Signature **HOLY M. [Signature]**

Print Name **ASSISTANT VICE PRESIDENT**

STATE OF NEW YORK)

COUNTY OF ERIE)

On 1-18-08, before me, the undersigned, a Notary Public in and for said State, personally appeared Julie Reukauf, avp

[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 the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary

Printed Name **DIANE M. KOLIPINSKI**
Notary Public - State of New York
Reg. No. 01K04961563
Qualified in Erie County

My commission expires: 2-5-2010

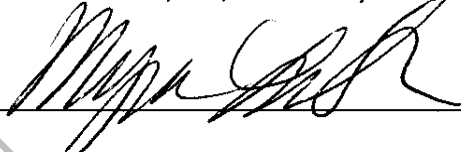
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DO NOT WRITE BELOW THIS LINE

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.

9-4-12
Date

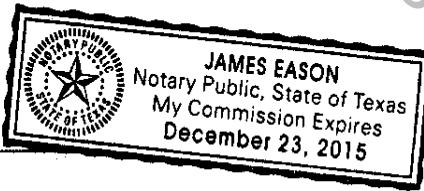
STATE OF TEXAS

COUNTY OF HARRIS

On September 4, 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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EXHIBIT "A"

UNIT 18430-2B IN PINETREE CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): THAT PART OF THE NORTH 10 ACRES OF THE SOUTH 1/2 OF NORTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS "PARCEL", WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM MADE BY LASALLE NATIONAL BANK UNDER TRUST NO. 07610 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2347813, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF

Proprietary
Cook County Clerk's Office

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

Order ID: 7997113
Loan Number: 873301763

Project ID: 219129

EXHIBIT B

Borrower Name: ~~CONSTANCE BLACKWELL~~ and JAMES BLACKWELL
Property Address: ~~18430 KEDZIE AVENUE 2B, HOMEWOOD, IL 60430~~

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 05/07/2001 as Instrument/Document Number: 0010377678, 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: \$101,400.00
Original Mortgage Date: 20010424
PIN /Tax ID: 31-02-202-007-1084~~

