UNOFFICIAL COPY

Doc#: 1234910032 Fee: \$56.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 12/14/2012 10:28 AM Pg: 1 of 10

RECORDING REQUESTED BY:

Bank of America, N.A.

Attn: Home Retention Division (a) Whenty Ave. Str. 675
7105 Comporate Drive
(PTX-B-36)

Pittipuryn, PA 15222

(PTX-B-36) Plano, TX-7509 4

This document was prepared by Bank of

America, N.A. Manda Mindon

DOC ID #: 000179854554 MOS P. H. 675 P. H. DUTYN PA 15222

--SPACE ABOVE 17:4IS LINE FOR RECORDER'S USE--

LOAN MODIFICATION AGREEMENT (Fixed in telest Rate)

This Loan Modification Agreement ("Agreement"), made on 1st of September, 2012, between YI SOON YOOK (the "Borrower(s)") and Earlk of America, N.A., Original Lender/Beneficiary Lender or Servicer ("Lender"), a nends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the 1st of October, 2007 in the amount of \$264,000.00, and (2) ine 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), loseted at 9516 OLEANDER AVE, MORTON GROVE, IL 60053. (See Exhibit B for assir,nm ents of record if applicable). PLEN MTG. PCC. 10-4-07 INJTR #072770102

The real property described being set forth as follows:

"SAME AS IN SAID SECURITY INSTRUMENT" APNUT 0913204007

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):

As of 1st of September, 2012, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$336,777.05, consisting of

1234910032 Page: 2 of 10



UNOFFICIAL COPY

0-900-G18pp0 p99p9861 170es-170es-170es/0#90900000

1234910032 Page: 3 of 10

UNOFFICIAL COPY

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. \$87,227.05 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 \$249,550.00. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.625% from the 1st of September, 2012. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,142.01 beginning on the 1s October, 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 September, 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 Delerred 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.
- If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Palance before applying such partial prepayment to other amounts due.
- 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, tender 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:



1234910032 Page: 4 of 10



UNOFFICIAL COPY

0-900-615440,438428671 17065-17165,0#103000001

1234910032 Page: 5 of 10

UNOFFICIAL COPY

- (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 75235 or at such other place as the Lender may require.
- 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.
- In consideration of this Modification, Eorrower 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, Borrowcr(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Le. der 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 vithin ten (10) days after receipt by Borrower(s) of a written request for such replacement.
- 10. Mortgage Electronic Registration Systems, Inc. ("MERS") is a suparate 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.



1234910032 Page: 6 of 10



UNOFFICIAL COPY

0-900-618440.4384588871.77085-17083.04803000001

1805.
County Clarks Office

1234910032 Page: 7 of 10

UNOFFICIAL COPY

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.
7) 500V YOOK
YI SOON YOOK
9/6/1 <u>L</u>
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:
Witness Friend Name: Your SLee
Witness Date. 9/6/12
[Snace below this line for Acknowledgement]
STATE OF
COUNTY OF COOK -
On 9612 before Me, Ville Chai Notary Public, personally appeared YI SOON YOOK personally I nown 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 or which the person(s) acted, executed
the instrument.
WITNESS my hand and official seal.
Notary Signature Signature JAMIE S. CHOI
Notary Public Printed Name Fless NOTARY PUBLIC, STATE OF ILLINOIS
S 2 1 S Notary Public Commission Expiration Date Date



1234910032 Page: 8 of 10



UNOFFICIAL COPY

0-900-61840.433071.179854554.04319-006-0

County Clarks Office

1234910032 Page: 9 of 10

UNOFFICIAL COPY

DU NUI WRIIE BELOV	V THIS LINE.
THIS SECTION IS FOR INTE	RNAL USE ONLY
Bank of America, N.A., for itself or as successor by Servicing, LP By: Urban Settlement Services, LLC, its att	
By: M	Dated: OCT 2 2 2012
Name: Matthew Pittman Tide: ASSISTANT SECRETARY	
[Space below this line for Acknow	vledgement]
STATE OF Colombo COUNTY OF Brown (-1)	
appeared Marthur Martin	ic acknowledged to me that
Phulip Hr Notary Public Prin	ited Name Please Seal Here
	nmission Expiration Date
	PHILLIP HER NOTARY PUBLIC, STATE OF COLORADO
	My Comm. Expires December 27, 2015

1234910032 Page: 10 of 10

UNOFFICIAL COPY

EXHIBIT A LEGAL DESCRIPTION

LOT 7 IN BLOCK J IN HARRIS' PARK VISTA SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST ¼ OF THE NORTHEAST ¼ (EXCEPT PARTS THEREOF TAKEN FOR HIGHWAYS) IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE REGISTRAR OF TITLES, AS DOCUMENT NUMBER T1468085, IN COOK COUNTY, ILLINOIS.

