

<p>RECORDING REQUESTED BY: <small>WITH INCLUSIVE FILING TO:</small> HOME RETENTION RECORDING DEPT. Attn: Ramona Tongdee Bank of America, NA 1001 Liberty Ave, SUITE 675 Pittsburgh, PA 15222 800.325.7046 / 412.325.7046</p>	<p>New Money \$10.00</p>
<p>This document was prepared by Bank of America, N.A. <i>Christina Freeman</i> APN: 3232120001000</p>	

1001 Liberty Ave, Suite 675, Pittsburgh, PA 15222

Doc ID #: 000103128082 MCD

SPACE ABOVE THIS LINE FOR RECORDER'S USE
3232120001000

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

This Loan Modification Agreement ("Agreement"), made on 2nd of May, 2012, between JOSEPH P SANDERS (the "Borrower(s)") and Bank of America, N.A., Original Lender/Beneficiary Lender or Servicer ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the 24th of June, 2005 in the amount of \$179,800.00, and (2) the 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), located at 3325 DEER PATH LANE, SOUTH CHICAGO HEIGHTS, IL 60411. (See Exhibit B for assignments of record if applicable).

The real property described being set forth as follows:

"SAME AS IN SAID SECURITY INSTRUMENT"

New Rec INFO 7-15-05 Doc # 0519604001
MERS: 100024200008897000

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is 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



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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):

1. As of 1st of May, 2012, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$180,242.42, consisting of the 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. \$42,242.42 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 \$138,000.00. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.625% from the 1st of May, 2012. The Borrower promises to make monthly payments of principal and interest of U.S. \$631.53 beginning on the 1st of June, 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 May, 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 Deferred 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.
4. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
5. 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, Lender 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.



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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:
- (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 75265 or at such other place as the Lender may require.
8. 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.
9. 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.



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10. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate 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.

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As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.

Joseph P. Sanders
JOSEPH P SANDERS

05-07-12
Date

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 Printed Name: _____

Witness Date: _____

_____ [Space below this line for Acknowledgement] _____

STATE OF IL

COUNTY OF Dupage

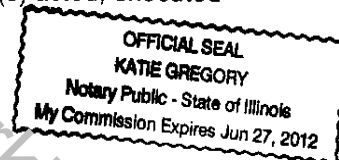
On 5/7/12 before Me, Katie Gregory Notary Public, personally appeared JOSEPH P SANDERS personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same 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.

Katie Gregory
Notary Signature

Katie Gregory Notary Public Printed Name Please Seal Here

6/27/12 Notary Public Commission Expiration Date Date



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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: Urban Settlement Services, LLC, its attorney in fact

By: [Signature]

Dated: OCT 11 2012

Name: **Sanica Chanthivong**
Title: **ASSISTANT SECRETARY**

Property of County Clerk's Office

_____[Space below this line for Acknowledgement]_____

STATE OF Colorado
COUNTY OF Broomfield

On 10-11-2012 before Me, Lynn Holdsworth Notary Public, personally appeared Sanica Chanthivong 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] Notary Signature
Lynn Holdsworth Notary Public Printed Name Please Seal Here
12/27/15 Notary Public Commission Expiration Date

LYNN HOLDSWORTH
NOTARY PUBLIC, STATE OF COLORADO

My Comm. Expires December 27, 2015

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THIS SECTION IS FOR INTERNAL Bank of America, N.A. USE ONLY

SIGNED THIS DATE: 3/8/2013

By: Angela Adragna

Name: Angela Adragna

Title: Assistant Secretary

Mortgage Electronic Registration Systems, Inc. - Nominee for Bank of America, N.A.

STATE OF Pennsylvania COUNTY OF Allegheny
On 3/8/2013 before me, Kisha N. Greenwade Notary Public, personally
appeared Angela Adragna

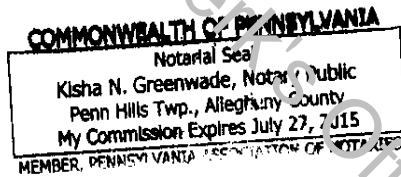
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kisha N. Greenwade Notary Signature

Kisha N. Greenwade Notary Public Printed Name Place Seal Here

7/27/15 Notary Public Commission Expiration Date



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LEGAL DESCRIPTION

EXHIBIT "A"

LOT 19 IN DEEP PATH RESUBDIVISION, BEING A RESUBDIVISION OF BLOCK 3, LOTS 1 THROUGH 7 IN BLOCK 4 AND THAT PART OF VACATED FOREST DRIVE LYING WEST OF THE WEST LINE OF CAMPBELL AVENUE IN COALE AND WILKENING'S FOREST PRESERVE ADDITION TO CHICAGO HEIGHTS IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office