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Doc#: 1315617030 Fee: \$76.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/05/2013 09:47 AM Pg: 1 of 6

**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
3700 Bissonnet Street
Suite 1500
Houston, TX 77036
1.855.664.8124

LOAN MODIFICATION AGREEMENT

Order ID: 7849645
Loan Number: 872011186
Borrower: JAMES NEMCHER

Project ID:

Original Loan Amount: \$188,700.00
Original Mortgage Date: 11/16/2009
Legal Description: See Exhibit 'A'
Recording Reference: See Exhibit 'B'

S N
P 6
S N
M N
SC yes
E yes
INT yes

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RECORDING REQUESTED BY:

Bank of America, N.A.

Attn Home Retention Division: CA6-919-01-43
400 National Way
Simi Valley, CA 93065

Loan #: 872011186

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE-----

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

This Loan Modification Agreement ("Agreement"), made this 22nd day of February 2012, between JAMES NEMCHER, (the "Borrower(s)") and 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 2nd day of May 2006 and in the amount of \$188,700.00 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 9037 MCVICKER AVE, OAK LAWN, IL 60453.

SAME AS IN SAID SECURITY INSTRUMENT

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):

- As of the 1st day of May 2012, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$253,038.64, consisting of the amount(s) loaned to the Borrower by 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.
- 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 from the 1st day of April 2012 of the modified term at the yearly rate of (See Below Schedule). The Borrower promises to make monthly payments of (See Below Schedule) beginning on the 1st day of May 2012. If on the 1st day of June 2036 (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.

The payment schedule for this modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Type of Payment	Monthly Payment	Payment Begins on	Number of Monthly Payments
1-5	2.750%	4/1/2012	Principal and Interest	\$1,195.35	5/1/2012	60
6	3.750%	4/1/2017	Principal and Interest	\$1,312.87	5/1/2017	12
7	4.000%	4/1/2018	Principal and Interest	\$1,329.34	5/1/2018	218

- 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.

- 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.

- The Borrower will make such payments at PO Box 515503, Los Angeles, CA 90051-6803 or at such other place as the Lender may require.



610 872011186 MOD 001 001

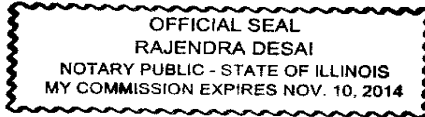
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- 6. Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will 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 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.

James P Nemcher
 JAMES NEMCHER

3/5/2012
 Date



STATE OF IL
 County OF COOK
 On 5th, March, 2012

Before me, RAJENDRA DESAI Notary Public, personally appeared JAMES NEMCHER

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

Rajendra Desai 5/03/12

PROFESSIONAL OFFICE OF COOK COUNTY Clerk's Office

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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: *Karen Richardson*

5/23/13

Karen Richardson A.V.P., Stewart Lender Services, Inc.

Date

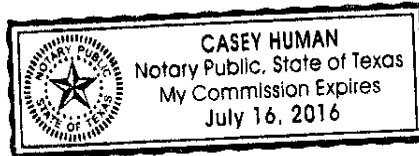
STATE OF TEXAS

COUNTY OF HARRIS

On May 23, 2013 before me, Casey Human Notary Public-Stewart Lender Services, Inc., personally appeared Karen Richardson, 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

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Order ID: 7849645

Loan Number: 872011186

Property Address: 9037 MCVICKER AVE, OAK LAWN, IL 60453



EXHIBIT A

Legal Description: THE SOUTH 76 1/4 FEET OF THE NORTH 187.3/4 FEET OF THE WEST 131.45 FEET OF LOT 10 IN FREDERICK H. BARTLETT'S 87TH STREET ACRES, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 5 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

THE NORTH 76 1/4' FEET OF LOT 8 IN CAMPUS VIEW, A SUBDIVISION IN THE EAST 1/4 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 24-05-107-040-0000 Vol. 0225

Property Address: 9037 Mcvicker Avenue, Oak Lawn, Illinois 60453

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EXHIBIT B

Borrower Name: JAMES NEMCHER
Property Address: 9037 MCVICKER AVE, OAK LAWN, IL 60453

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 05/24/2006 as Instrument/Document Number: 614426162, and/or Book/Liber Number: 0 at Page Number: 0 in the real records of COOK County, State of IL.

Additional County Requirements:

Original Loan Amount: \$188,700.00
Original Mortgage Date: 11/16/2009
PIN /Tax ID: 360708311

