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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/19/2013 01:27 PM 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
9700 Bissonnet Street
Suite 1500
Houston, TX 77036
1.855.664.8124

LOAN MODIFICATION AGREEMENT

Order ID: 9909240
Loan Number: 140391925
Borrower: DAVID TKACH and HEATHER TKACH

Project ID:

Original Loan Amount: \$277,000.00
Original Mortgage Date: 07/07/2006
Legal Description: See Exhibit 'A'
Recording Reference: See Exhibit 'B'

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RECORDING REQUESTED BY: BAC Home Loans Servicing, LP Attn: Home Retention Division 7105 Corporate Drive (PTX-B-36) Plano, TX 75024	
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Doc ID #: 000140391925 MOD

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

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 30th day of September, 2010, between DAVID TKACH and HEATHER TKACH (the "Borrower(s)") and BAC Home Loans Servicing, LP (the "Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the 7th day of July, 2006 in the amount of 277,000.00, 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", located at 16413 OLCOTT AVENUE, Tinley Park, IL 60477.

The real property described being set forth as follows:

"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 and Security Instrument):

1. As of the 1st day of November, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$332,178.30, 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 Modification, such as recording fees, title examination, property valuation fees, and notary fees shall not be paid by the Borrower. All costs and expenses incurred by Lender in connection with servicing this Mortgage such as attorney's fees shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
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 for the first 5 years of the modified term at the yearly rate of 3.125% from the 1st day of November, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,566.25 beginning on the 1st day of December, 2010.

Beginning on the first day of the 6th year, interest will be charged at the yearly rate of 4.125% from the 1st day of November, 2015. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,715.52 beginning on 1st day of December, 2015.

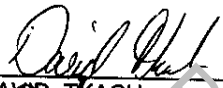
Beginning on the first day of the 7th year, interest will be charged at the yearly rate of 4.375% from the 1st day of November, 2016. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,752.46 beginning on the 1st day of December, 2016, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of August, 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.

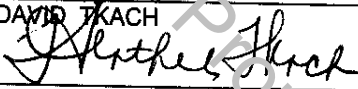
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and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended 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.


 _____ Dated: 10-12-10
 DAVID TKACH


 _____ Dated: 10-12-10
 HEATHER TKACH

Property of Cook County Clerk's Office

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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: *Karen Richardson*

6/6/13

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

Date

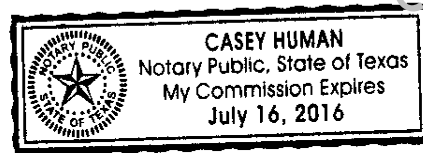
STATE OF TEXAS

COUNTY OF HARRIS

On June 06, 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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EXHIBIT A LEGAL DESCRIPTION

Property Address: 16413 OLCOTT AVENUE
TINLEY PARK, IL 60477

PIN #: 27-24-406-012-0000

Lot 705 in Brentwood Estate Unit No. 6, Phase 1 being a subdivision of part of the Southeast 1/4 and part of the Southwest 1/4 of Section 24, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT B

Borrower Name: DAVID TKACH and HEATHER TKACH
Property Address: 16413 OLCOTT AVENUE, Tinley Park, IL 60477

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 07/20/2006 as Instrument/Document Number: 0620141021, 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: \$277,000.00

Original Mortgage Date: 07/07/2006

PIN/Tax ID: 27244060120000

