

<p>WHEN RECORDED MAIL TO: HOME RETENTION RECORDING DEPT. Attn: Ramona Tongdee Bank of America, NA 1001 Liberty Ave, SUITE 675 Pittsburgh, PA 15222 856.325.7046 / 412.325.7046</p>	
<p>This document was prepared by Bank of America, N.A. <i>RICK STUBBS</i></p>	

1001 LIBERTY AVE SUITE 675 PCH, PA 15222
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414882-7777

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT
(Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made on 1st of September, 2012, between ROGELIO JAIMES (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 4th of April, 2007 in the amount of \$288,000.00, 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" (See Exhibit A for Legal Description if applicable), located at 3600 S AUSTIN BOULEVARD, CICERO, IL 60804. (See Exhibit B for assignments of record if applicable).

PREV REZ INFO 4/14/2007, Doc # 0710605005
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):

- As of 1st of September, 2012, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$352,743.74, consisting of



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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. \$106,245.17 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 \$246,498.57. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 3.000% from the 1st of September, 2012. The Borrower promises to make monthly payments of principal and interest of U.S. \$882.43 beginning on the 1st of 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 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.

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:



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- (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.
 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.

Rogelio Jaimes
ROGELIO JAIMES

9/17/12
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: Isaias Jaimes

Witness Date: 9-17-12

_____ [Space below this line for Acknowledgement] _____

STATE OF ILLINOIS

COUNTY OF COOK

On 9-17-12 before Me, J. Eduardo Ruiz Notary Public, personally appeared ROGELIO JAIMES 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.

J. Eduardo Ruiz Notary Signature

J. Eduardo Ruiz Notary Public Printed Name Please Seal Here

11-15-2012 Notary Public Commission Expiration Date Date



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DO NOT WRITE BELOW THIS LINE.

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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: Urban Settlement Services, LLC its attorney in fact

By: _____

Dated: APR 02 2013

Name: ANDRE BANDELIER
Title: ASSISTANT SECRETARY

_____ [Space below this line for Acknowledgement] _____

STATE OF COLORADO
COUNTY OF BROOMFIELD

On 4-2-13 before Me, LYNN HOLDSWORTH Notary Public, personally appeared
ANDRE BANDELIER 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.

Notary Signature

LYNN HOLDSWORTH Notary Public Printed Name Please Seal Here

DECEMBER 27, 2015 Notary Public Commission Expiration Date

**LYNN HOLDSWORTH
NOTARY PUBLIC
STATE OF COLORADO**

My Commission Expires Dec. 27 2015

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Exhibit "A"

Legal Description

LOT 1 IN THE SUBDIVISION OF LOT 1 IN THE SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE TIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office