#### WHEN RECORDEO MAIL TO:

ATTN - HOME RETENTION RECORDING Bank of America, N.A. 11802 Ridge Parkway, Suite 100 Broomfield, CO 80021

This document was prepared by Bank of America, N.A. Alex Men (2)
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LOAN MODIFICATION AGREEMENT

(Fixed Interest Rate)

P. Rec. Info: (1/23/2003 Inst #0317-111021

This Loan Modification Agreement ("Agreement"), made this 22nd day of November, 2011,

between IDDIE F FINLEY (the "Borrower(s)") and Bank of America, N.A., Original Lender/per anciery Lender or Servicer ("Lender"), amends and supplements (1) the Mortgage, Deed of Trus, or Deed to Secure Debt (the "Security Instrument"), dated the 23rd day of May, 2003 in the arr wint of 216,000.00, 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 Institution 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 25 + C()VE DRIVE, FLOSSMOOR, IL 60422 (See Exhibit B for assignments of record if applicable).

The real property described being se', ro th as follows:

#### "SAME AS IN SAID SECURITY INSTRUMENT"

In consideration of the mutual promises and "green ents exchanged, the parties hereto agree as follows

(notwithstanding anything to the contrary containe I in the Note and Security Instrument):

- 1. As of the 1st day of November, 2011, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$157,813.39, consisting of the amount(s) loaned to the Borrower by the Lender which may include by, 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. 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 at the year, y are of 5.625% from the 1st day of November, 2011. The Borrower promises to make monthly payments of principal and interest of U.S.\$827.58 beginning on the December 1, 2011, and ontinuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of November, 2051 (the "Maturity Date"), the Borrower still ower amounts under the Note and Security Instrument, as amended by this Agreement, thr. Borrower will pay these amounts in full on the Maturity Date.
- 3. 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

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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
- (5, 2) 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 incomprated into, or is part of, the Note or Security Instrument and that contains any such terms and r rovisions as those referred to in (a) above.
- The Borrower vall chake such payments at Payment Processing PO Box 650070 Dallas, TX 75265 or at such other place as the Lender may require.
- 6. Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Nae and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will ramain unchanged, and the Borrower and Lender will be blum by, and comply with, all terms and provisions thereof, as amended by this Agreement.
- 7. In consideration of this Modification, B mower 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 con litic is 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 ruck ssary. 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.

OFFICIAL SEAL DEBORAH L. LUCIA

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES JULY 12, 2014

OFFICE

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DO NOT WRITE BELOW THIS LINE.

THIS SECTION IS FOR INTERNAL BANK OF AMERICA, N.A. USE ONLY

Bank of America, N.A. 7105 Corporate Drive

Description of County Clerk's Office



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DO NOT WRITE BEL	.OW THIS LINE.
THIS SECTION IS FOR IN	ITERNAL USE ONLY
Bank of America, N.A., for itself or as successor by mer By: Unian Settlement Services, LLC, its attome	
Tarley Move	Dated: JUL 2 4 2013
Name: SHIRLFY MOORE Title: ASSISTANT SECRETARY	
Space below this line for Acknowled	gement]
STATE OF COLORADO COUNTY OF BROOMFIELD	
On 7-24-13 before Me, SUE CADE SHIRLEY MOORE	Notary Public, personally appeared resonally known to me (or proved to me or
the basis of satisfactory evidence) to be the person(s) winstrument and acknowledged to me that he/she/they excapacity(ies), and that by his/her/their signature(s) on the behalf of which the person(s) acted, executed the instruWITNESS my hand and official seal.	recuted the same in his/her/their authorized the instrument the person(s), or entity upon
Suu Cadl Notary Signature	Tie
SUE CADE Notary Public Printe	ed Name Please Seal Here

Notary Public Commission Expiration Date

FEB 18, 2014

SUE CADE NOTARY PUBLIC STATE OF COLORADO

My Comm. Expires February 18, 2014

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THIS SECTION IS FOR INTERNAL USE ONLY		
Bank of America, N.A., for itself or as successor by merger to BA	AC Home Loans Servicing, LP	
By: Stewart Lender Services, Inc., its attorney in fact		
By: Chuictine due	Le .12 13	
Christina Dang, A.V.P., Stewart Lender Services, Inc.	Date	
Christina Dang, A.V.P., Stewart Lender Services, Inc.		
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	Office	

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### **UNOFFICIAL COPY**

Exhibit "A"

Legal Description

LOT 14 IN ROBERTS COVE SUBDIVISION BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

