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Doc#: 1412217040 Fee: \$132.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 05/02/2014 03:01 PM Pg: 1 of 20

DOOP CC

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 5 / 00 Bissonnet Street Suit 1500 Houston, TX 77036 1.855.664.3124

HOME AFFORDABLE MODIFICATION AGREEMENT

Order ID: 11256631 Loan Number: 58575813

Borrower: Daniel J Kaiser and Frances L Kaiser

Original Loan Amount: \$300,000.00 Original Mortgage Date: 5/28/2004 Legal Description: See Exhibit 'A' Recording Reference: See Exhibit 'B' Project ID: 11256631

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Home Affordable Modification Agreement (Customer Copy)

Investor Loan # 4065857581360630

After Recording Return To:

Andrew Or County Clarks Office Bank of America, N.A. C/O Home Retention Services, Inc. 9700 Bissonnet Street Suite 1500

Houston, TX 77036

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This document was prepared by Home Retention Services, Inc., **Modifications Department** 9700 Bissonnet Street Suite 1500 Houston, TX 7 036 1,877.422.176%

[Space Above This Line For Recording Data]

HOME AFFORDABLE MODIFICATION AGREEMENT

Borrower ("I"): DANIEL J KAISER AND FRANCES L KAISER

Original Lender/Beneficiary Lender or Servicer ("Lender"): Bank of America, N.A. Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): May 28, 2004

Loan Number: 4065857581360630

Property Address: (See Exhibit A for Legal Description in applicable) "Property":

4909 N. Austin Ave, Chicago, IL 60630

See Exhibit B for assignments of record if applicable.

MERS #: 100015700037681646

"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.

If my representations and covenants in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

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¹ If more than one Borrower or Mortgagor is executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

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I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

- 1. My (e) resentations and Covenants. I certify, represent to Lender, covenant and agree:
 - A. / am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Desurnents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
 - B. Either I have not been displaced and one of the borrowers signing this Agreement lives in the Property as a principal residence or lived in the Property as a principal residence immediately prior to being displaced; or I am currently displaced and (i) I intend to reoccupy the Property as a principal residence in the future, (ii) I do not own any single-family real estate other than the subject Property, and (iii) the Property has not been condemned.
 - C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible that ge would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
 - D. I have provided documentation for all income that treceive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Mortification Program ("Program"));
 - E. Under penalty of perjury, all documents and information Linguise provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
 - F. If Lender requires me to obtain credit counseling in connection with the Plogram, I will do so; and
 - G. I have made or will make all payments required under a trial period plan.
- Acknowledgements and Preconditions to Modification. I understand and acknowledge that:

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- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the initial cation Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
- 3. The Modification. It my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on May 01, 2014 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a trial period plan, this modification will not take effect. The first modified payment will be due on May 01, 2014.
 - A. The Maturity Date will be: April 01, 2054
 - B. The modified principal balance of my N ite will include all amounts and arrearages that will be past due as of the Modification Enective Date (including unpaid and deferred interest, fees, escrow advances and other cosis, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. Any fees or charges incurred in connection with the servicing of your loan which were not invoiced before we calculated the Unraid Amounts will appear on your monthly statement under "Fees and Charges." These amounts may be paid when billed or at any time afterward. They will not accrue interest or late fees. If they remain unpaid, they must be satisfied at the earlier of: (i) the date you sell or transfer an interest in the Property, (ii) the date you pay the entire New Principal Balance, or (iii) the Maturity Date. The new principal balance of my Note will be \$298,113.69 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to 'ne cutstanding principal balance, the added Unpaid Amounts accrue interest based on the referest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which vould not happen without this Agreement.
 - \$70,236.33 of the New Principal Balance shall be deferred (the "Deferred Principal")

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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 \$227,877.36. Interest at the rate of 2.000% will begin to accrue on the Interest Bearing Principal Balance as of April 01, 2014 and the first new monthly payment on the Interest Bearing Principal Balance will be due on May 01, 2014. My payment schedule for the modified Loan is as follows:

Years	Interest	in elest Rate	Monthly	Estimated	Total	Payment	Number of
	Rate	Chango	Principal and	Monthly	Monthly	Begins On	Monthly
		Date	Interest	Escrow	Payment*		Payments
			Payment	Payment	-		, ,
			Amount	Amount*			
Years	2.000%	April 01,	\$530.07	\$399.83	\$1,089.90	May 01,	60
1-5		2014		May adjust	May adjust	2014	
				periodically	periodically		
Year 6	3.000%	April 01,	\$801.70	May adjust	May adjust	May 01,	12
		2019	0	periodically	periodically	2019	
Year 7	4.000%	April 01,	\$919.53	May adjust	May adjust	May 01,	12
		2020	,	r erioc cally	periodically	2020	'-
Years	4.375%	April 01,	\$964.82	May adjust	May adjust	May 01,	396
8-40		2021		periodicrally	periodically	2021	***

* The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change a coordingly.

The above terms in this Section 3.C. shall supersede any ρ avisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

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THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAD EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agraement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3C.
- F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents 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. Additional Agreements. I agree to the following.
 - A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Letter has waived this requirement in writing.
 - B. That this Agreement shall supersede the terms of any modification, forbr arai ce, trial period plan or other workout plan that I previously entered into with Lender.
 - C. To comply, except to the extent that they are modified by this Agreement, with a covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the

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term of my Loan.

D. Funds for Escrow Items. I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortge to insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items uries a Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing cure payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its lights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D. Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future escribe ltems or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me

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for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If from is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all surns secured by the Loan Documents, Lender shall promptly refund to me any Funds held by 1 ender.

- E. That the Loan Documents as modific d by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any of her provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may

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invoke any remedies permitted by the Mortgage without further notice or demand on me.

- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, 25 of the Modification Effective Date, if any provision in the Note or in any addendum, or amendment to the Note allowed for the assessment of a penalty for full or partial pregayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enderceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s) title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void. I also agree to allow Lender to attach an Exhibit A to this loar modification which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk's Office to allow for recording if and when recording becomes necessary for Lender.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement, or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.
- L. 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

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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.

- M. That Lender will collect and record personal information, including, but not limited to, my name address, telephone number, social security number, credit score, income, payme it history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guaranter or servicer that owns, insures, guarantees or services my first lien or subordinate lier (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.
- N. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing. I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents". I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- O. If my Loan Documents govern a home equity loan or line of credit, then I agree that as of the Modification Effective Date, I am terminating my right to borrow new funds under my home equity loan or line of credit. This means that I cannot obtain additional advances, and must make payments according to this Agreement. (Lender may have previously terminated or suspended my right to obtain additional advances under my home equity loan or line of credit, and if so, I confirm and acknowledge that no additional advances may be obtained.)

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P. BORROWERS PROTECTION PLAN If I have a Loan with Borrowers Protection Plan® ("BPP") under my Loan Documents, then I understand and agree that, unless I notify Lender of my request to cancel BPP or my BPP has already been cancelled or terminated in accordance with its terms, my BPP will remain on my Loan, as modified in accordance with this Agreement, and will continue to be governed by the terms of my Borrowers Protection Plan Addendum, which is the contract containing the terms and conditions of BPP that I received at closing of my original Loan.

Lender of my request to cancel BPP at any time by calling 1.866.554.2676. If I notify the Lender of my request to cancel BPP within sixty (60) days after the Modification Effective Date, Final aceive a refund of any BPP fees I pay with respect to any period after the Modification Effective Date. I further understand that BPP on my Loan may have already been cancelled or terminated by its terms, such as if any monthly fee for BPP has remained unpaid 90 days after its due date.

For purposes of my mc dified Loan, the "Monthly Payment" under the Borrowers Protection Plan Addendum will be the monthly payment of principal and/or interest as modified under this Agreemack. With the exception of BPP benefits based on the outstanding balance of my Loan (cany), benefits under the BPP on my modified Loan will be calculated based on this new Monthly Payment amount, subject to the terms of the Borrowers Protection Plan Addendur 1.

For purposes of my modified Loan, the mon'tally fee for BPP, which is the monthly amount charged to me for BPP, will be recalculated based on the percentage set forth in my Borrowers Protection Plan Addendum (or Borrowers Protection Plan Confirmation Letter, as applicable). I understand that the monthly fee for BPP, as a percentage of my monthly payment of principal and/or interest as modified under this Agreement, may be higher if the monthly payment under my modified Loan is or becomes higher than the monthly payment that was due on my Loan prior to modification under this Agreement. The monthly fee for BPP will be payable at the same time and place are navments of principal and/or interest under my modified Loan. The "Protection Date" under the Borrowers Protection Plan Addendum, which is the date upon which my BPP became effective, and the "Expiration Date" under the Borrowers Protection Plan Addendum, which is the date upon which my BPP will automatically expire, will not be changed by this Agreement. I will refer to my Borrowers Protection Plan Addendum for complete terms and conditions of my BPP.

If I have experienced a qualifying event that is eligible for benefits under BPP, I should contact Bank of America, N.A. immediately by calling 1.866.317.5116.

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OPTIONAL PRODUCTS PURCHASED AFTER CLOSING I understand and agree that Q. any optional product(s) I may have purchased after the closing of my Loan, the cost for which I agreed to have added to my Total Monthly Payment: (a) will remain in force so long as I add the amount due and owing to my Total Monthly Payment each month; and (b) will continue to be governed by the terms of the documents the provider of the optional product delivered to me ("Governing Documents"), unless (i) I notify the provider of the optional product of my request to cancel; or (ii) I fail to pay any and all amounts payable when due, at which time the optional product may terminate as provided under the tarns of the Governing Documents. I understand that if I have questions regarding ictls (1.5298).

Or Cook County Cleart's Office any optional product(s) I may have purchased, I should contact Bank of America, N.A. by calling 1.800.641.5298.



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(Signatures must be signed exactly as printed	cuted this	Agreement,
(Signatures must be signed exactly as printed,	original siç	grature required, no photocopies accepted)
Wild !	(Seal)	04/15/14
Borrower Daniel Kaiser	_ (000.)	Date
		I ,
Marcisa Lais	(Seal)	ON 15/14
Borrower Frances Chaiser	_ ` ′	Date /
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C)		
iSpace Below This	Line For A	Acknowledgement]
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		Olyna Clarks Ors.

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STATE of ILLINOIS County of:			
The foregoing instrument wa	as acknowledged before	me this _	April 15 th 2014(date) by
	Frances		Kaiser —
			(name of person acknowledge
			Acheren Alledona
			(Signature of Person Taking Acknowledgement
000			Personal Banker
0			(Title or Rank)
700			755102 (Serial Number, if any)
	%		My Commission Expires: 8 30 2015
	Ox		
	J-OF COO		
	0		
	C	4	OFFICIAL SEAL
		'	JOHANA MEDINA
			Notary Public - State of Illinois My Commission Expires Aug 30, 2015
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			4
			Clartis
			1/5:



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STATE of ILLINOIS County of: (c)	
	fore me this April 15, 2014(date) by
Danie	JKaiser
	(name of person acknowledged).
	Oplinis Alledinis
	(Signature of Person Taking Acknowledgement)
6	(Title or Rank) Rersona Banker
O	755102 (Serial Number, if any)
	My Commission Expires: 8 30 2015
Ox	
DOO OF C	.
	OFFICIAL SEAL
	JOHANA MEDINA Notary Public - State of Illinois My Commission Fundamental
	My Commission Expires Aug 30, 2015
	Y/Y,
	7
	7/4
	Clark'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

Bv:

Jamie Romero A.V.P., Stewart Lender Services, Inc.

Date

4/23/14

STATE OF TEXAS

COUNTY OF HARRIS

On <u>April 23, 2014</u> before me, <u>Prudence Randolph Nc tary Public-Stewart Lender Services, Inc.</u>, personally appeared <u>Jamie Romero A.V.P.</u>, <u>Stewart Lender Services, Inc.</u>, personally known to me to be the person whose name is subscribed to the within instrurted and acknowledged that <u>he</u> executed the same in <u>his</u> authorized capacity, and that by <u>his</u> signature on the instrument the person, or entity behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature

Prudence Randolph

merce Candrep

PRUDENCE RANCOLPH
Notary Public, State of lexas
My Commission Explicis
November 07, 2017

My commission expires: November 07, 2017

Signatures continue on the following page

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THIS SECTION IS FOR INTERNAL USE ONLY

Mortgage Electronic Registration Systems, Inc. (MERS), as Nominee for Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP

By:

Jamie Pomero, Vice President

Date

STATE OF TEXAS

COUNTY OF HARRIS

On April 23, 2014 before me, Prudence Rand Jp'n Notary Public-Stewart Lender Services, Inc., personally appeared Jamie Romero, Vice President of Mortgage Electronic Registration Systems, Inc. (MERS), as Nominee for Bank of America, N.A., for it self or as successor by merger to BAC Home Loans Servicing, LP, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his 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

Prudence Randolph

PRUDENCE RANDOLFH
Notary Public. State of Irizos
My Commission Expires
November 07, 2017

My commission expires: November 07, 2017

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Order ID: 11256631

Loan

58575813

Property

4909 N. Austin Ave, Chicago, IL 60630

EXHIBIT A

LOTS 336 AND 33' IF WILLIAM ZELOSKY'S COLONIAL GARDENS, A SUBDIVISION OF THE WEST FRACTIONAL HALF OF THE SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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UNOFFICIAL COPY

Recording Requested by/After Recording Return To:

Stewart Lender Services Attn: Modification Recordation 9700 Bissonnet Street, Suite 1500 Houston, TX 77036

Order ID: 11256631 Loan Numb (r: 58575813 Project ID: 11256631

EXHIBIT B

Borrower Name: Daniel J Kaiser or d Frances L Kaiser Property Address: 4909 N. Austin Ave, Chicago, IL 60630

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 07/19/2004 as Instrum, nt/Document Number: 0420142075, and/or Book/Liber Number: N/A at Page Number: N/A in the real records of Cook County, State of IL. OUNTY Clark's

Additional County Requirements:

Original Loan Amount: \$300,000.00 Original Mortgage Date: 5/28/2004 Legal Description: See Exhibit 'A' PIN /Tax ID: 1308417037



