

# UNOFFICIAL COPY



Doc#: 1416144070 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/10/2014 03:42 PM Pg: 1 of 6

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**Record & Return To:**

Prepared at:  
Mortgage Service Center  
1 Mortgage Way  
Mt. Laurel, NJ 08054  
877-766-8244

Original Mortgage Amount: \$297,000.00  
Prepared By: Allison Webb  
Allison Webb

**Investor Number: M93-500-7105011782**

**Loan Number: 7105011782**

**MIN Number: 100011171050117823**

**FIXED RATE LOAN MODIFICATION AGREEMENT**

This Fixed Rate Loan Modification Agreement ("Agreement"), made today **December 20, 2013**, between **JAMES M DAVIS, AS TRUSTEE OF THE JAMES M DAVIS REVOCABLE TRUST DATED 10/13/05, JAMES MILTON DAVIS and BARBARA ANN DAVIS** whose address is **11 East Old Mill Lane, Burr Ridge, Illinois 60527** and MERS (Mortgage Electronic Registrations Systems Inc.) as nominee for **PHH Mortgage Corporation as Limited Power of Attorney for Bank of America, N.A.** ("Lender"), whose address is **c/o PHH Mortgage, 5201 Gate Parkway, Jacksonville, FL 32256** amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated **10/23/13** and recorded \_\_\_\_\_, in Book or Liber \_\_\_\_\_, instrument number \_\_\_\_\_ at pages, of the **Cook** County records of **Illinois**, 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 the "Property", located at **11 East Old Mill Lane, Burr Ridge, Illinois 60527** the real property described being set forth as follows:

See legal description/ exhibit "A"

**Parcel Number: 18-19-308-011-0000**

"MERS" is Mortgage Electronic Registrations Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of 1595 Spring Hill Road, Suite #130, Vienna, VA 22182, tel. (888) 679-MERS.

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):

**The first paragraph of the "Security Instrument" (Mortgage, Deed of Trust or Deed to Secure Debt) is amended and supplemented as follows:**

Borrower owes Lender the principal sum of **Forty Thousand, One Hundred Sixteen Dollars and Twenty-Seven Cents (U.S. \$40,116.27)**. This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **November, 2043**.

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

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Paragraph 1 Note is amended and supplemented as follows:

**1. BORROWER'S PROMISE TO PAY:**

In return for a loan that I have received, I promise to pay U.S. \$40,116.27 (this amount is called "principal"), plus interest, to the order of the Lender.

Paragraph 2 of the Note is amended and supplemented as follows:

**2. INTEREST**

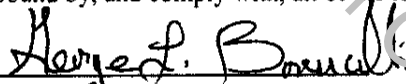
I will pay interest at a yearly rate of 4.094%.

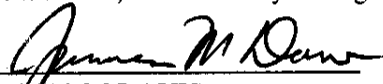
Paragraph 3 of the Note is amended and supplemented as follows:


**3. PAYMENTS**

I will make my monthly payments on the 1st day of each month beginning on February, 2014. If on, November, 2043 I still owe amounts under the Note, I will pay those amounts in full on that date, which is called my "Maturity Date". My monthly principal and interest payment will be in the amount of U.S. \$194.26.

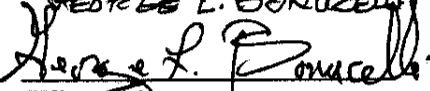
Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note, and/or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender shall continue to be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

  
(Witness) (Not notary, please also print name)  
GEORGE L. BONUCCELL

  
JAMES M DAVIS (Borrower)  
AS TRUSTEE OF THE JAMES M DAVIS  
REVOCABLE TRUST UNDER TRUST INSTRUMENT  
DATED 10/13/05, FOR THE BENEFIT OF JAMES M. DAVIS

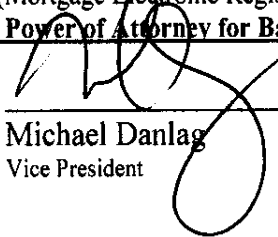
  
(Witness) (Not Notary, please also print name)  
GEORGE L. BONUCCELL

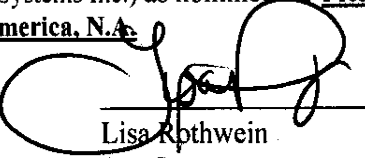
  
JAMES MILTON DAVIS (Borrower)

  
(Witness) (Not Notary, please also print name)  
GEORGE L. BONUCCELL

  
BARBARA ANN DAVIS (Borrower)

MERS (Mortgage Electronic Registrations Systems Inc.) as nominee for PHH Mortgage Corporation as Limited Power of Attorney for Bank of America, N.A.

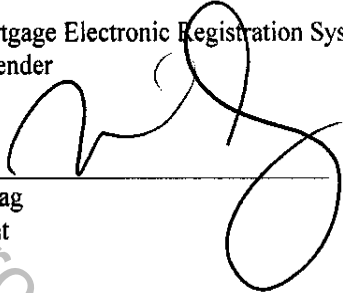
BY:   
Michael Danlag  
Vice President

  
Lisa Rothwein  
Asst. Secretary

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"MERS" Mortgage Electronic Registration System, Inc.  
as nominee Lender

\_\_\_\_\_  
Michael Danlag  
Vice President



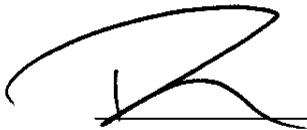
## CORPORATE ACKNOWLEDGEMENT

STATE OF: NEW JERSEY

COUNTY OF: BURLINGTON

ON this 3 day of January, 2014, before me Dorothy J. DeMarco a Notary Public in and for said state and county, personally appeared Michael Danlag, Vice President of "MERS" Mortgage Electronic Registration System, Inc as nominee for Lender executed the within instrument, on behalf of "MERS" Mortgage Electronic Registration System, Inc as nominee for Lender that executed the within Instrument herein named and acknowledged to me that such "MERS" Mortgage Electronic Registration System, Inc as nominee for Lender that executed the within instrument pursuant to its by-laws or resolution of its Board of Directors.

Witness my hand and official seal in the state and county last aforesaid.



\_\_\_\_\_  
Dorothy J. DeMarco

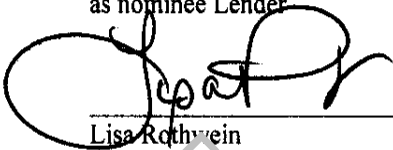
Notary Public

My Commission Expires: 11-15-17

This Document Prepared By:  
PHH Mortgage Corporation  
P O Box 5449  
Mount Laurel, NJ 08054

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"MERS" Mortgage Electronic Registration System, Inc.  
as nominee Lender



\_\_\_\_\_  
Lisa Rothwein  
Assistant Secretary

## CORPORATE ACKNOWLEDGEMENT

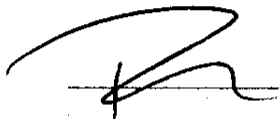
STATE OF: NEW JERSEY

COUNTY OF: BURLINGTON

ON this 3 day of February, 2014, before me Dorothy J. DeMarco Notary Public in and for

said state and county, personally appeared Lisa Rothwein, Assistant Secretary of "MERS" Mortgage Electronic Registration System, Inc as nominee for Lender, executed the within instrument, on behalf of "MERS" Mortgage Electronic Registration System, Inc as nominee for Lender that executed the within Instrument herein named and acknowledged to me that such "MERS" Mortgage Electronic Registration System, Inc as nominee for Lender that executed the within instrument pursuant to its by-laws or resolution of its Board of Directors.

Witness my hand and official seal in the state and county last aforesaid.



\_\_\_\_\_  
Dorothy J. DeMarco

Notary Public  
My Commission Expires: 11-15-17

This Document Prepared By:  
PHH Mortgage Corporation  
P O Box 5449  
Mount Laurel, NJ 08054

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----- [Space below This Line for Acknowledgement] -----

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF IL COUNTY OF COOK

On 12/30/13 before me, ANN STASI, personally appeared James M Davis, As Trustee of The James M Davis Revocable Trust Dated 10/13/05 and James Milton Davis and Barbara Ann Davis, who 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 the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature  
ANN STASI  
Printed Name



## CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY  
COUNTY OF BURLINGTON

ON this January 3, 2014, before me, Dorothy J. DeMarco a Notary Public in and for said state and county, personally appeared Michael Danlag, Vice President of MERS (Mortgage Electronic Registrations Systems Inc.) as nominee for PHH Mortgage Corporation as Limited Power of Attorney for Bank of America, N.A., and Lisa Rothwein, the Assistant Secretary of MERS (Mortgage Electronic Registrations Systems Inc.) as nominee for PHH Mortgage Corporation as Limited Power of Attorney for Bank of America, N.A., that executed the within instrument, on behalf of MERS (Mortgage Electronic Registrations Systems Inc.) as nominee for PHH Mortgage Corporation as Limited Power of Attorney for Bank of America, N.A. that executed the within herein named, on behalf of MERS (Mortgage Electronic Registrations Systems Inc.) as nominee for PHH Mortgage Corporation as Limited Power of Attorney for Bank of America, N.A. that executed the within executed the within instrument pursuant to its by-laws or resolution of its Board of Directors. Witness my hand and official seal in the state and county last aforesaid.

[Signature]  
Dorothy J. DeMarco  
Notary Public  
My Commission Expires: 11-15-17

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## EXHIBIT "A" Legal Description

File No.: 2013-07364-PT

PARCEL 1: LOT 11 IN CARRIAGE WAY CLUB, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER LOT 39 "OLD MILL LANE" AS CREATED BY DECLARATION RECORDED NOVEMBER 28, 1989 AS DOCUMENT 89566828 AND CREATED BY MORTGAGE DATED JULY 30, 1992 AND RECORDED AUGUST 26, 1992 AS DOCUMENT 92633645.

COMMONLY KNOWN AS: 11 East Old Mill Lane, Burr Ridge, IL 60527

PERMANENT INDEX NO.: 18-19-308-011-0000

Property of Cook County Clerk's Office

