

WHERE RECORDED MAIL TO:

Bank of America, N.A.
11802 Ridge Parkway, Suite 100
Broomfield, CO 80021
Prepared by: *TERRISE SHARPE*

ORIG.MTG \$ 275,000.00

NEW MTG \$ 275,000.00

NEW MONEY \$ 0

This document was prepared by Bank of America, N.A.

11802 Ridge Parkway, Suite 100 Broomfield, Co 80021

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689820-7777

APN: 12-23-208-031-0000

HOME EQUITY MODIFICATION AGREEMENT

DEFINITIONS: *Prev. Rec. Info: 02-23-2008 Doc: 0605415037*

“Agreement” means this Home Equity Modification Agreement dated as of the Execution Date between Borrower and Lender.

“Borrower” is JOHN SCHWAB

“Lender” means Bank of America, N.A.

“Note” means the home equity line of credit note or loan agreement signed by at least one Borrower and dated as of the Origination Date.

“Security Instrument” means the original home equity line of credit mortgage, deed of trust, or security deed dated as of the Origination Date and given by Borrower to secure payment of the Note.

“Property” means the property described in the Security Instrument and located at the following address:

3828 N Pontiac Ave, Chicago, IL 60634

(Legal Description to be attached as Exhibit A prior to recording, if applicable.)



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“Origination Date” means the date on which the Note and Security Instrument were dated.

“Execution Date” means the date entered below the Borrower’s signature.

“Effective Date” means the day on which the terms of this Agreement shall become effective, which shall be at least one day after the Draw Period End Date. The Effective Date is **February 8, 2016**.

“Draw Period End Date” means the last date under the terms of the Note on which the Borrower is permitted to request and receive an additional advance of funds under the line of credit described in the Note.

“Extended Maturity Date” means the date on which the account balance is due under the terms of the Note and Security Instrument as modified by this Agreement. The Extended Maturity Date is **February 7, 2041**.

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):

1. As of the Effective Date, the Note and Security Agreement are modified so that the account balance is due on the Extended Maturity Date. The formula for calculating the required minimum monthly payment due under the Note shall be as follows: the greater of (1) 1/300th of the outstanding principal balance due under the Note as of the Draw Period End Date, plus any accrued interest and other charges due under the Note for the related billing period, any amount due under any Fixed Rate Loan Option, and any amount past due, or (2) the minimum payment as described in the Note.
2. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.



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(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) 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.

(d) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower. Borrower agrees to 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 the Note and/or Security Instrument if an error is detected after execution of this Agreement. Borrower agrees that if any document related to the Note, the Security Instrument 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, Borrower will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary.

(e) Borrower acknowledges (1) the obligation to continue to make all required payments under the Note both before and after the Effective Date, (2) the Lender's right to continue to report to credit bureaus the status of Borrower's account at all times, and (3) that this Agreement shall not be deemed to cure any prior delinquency on Borrower's account notwithstanding the Effective Date.



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In Witness Whereof, the Lender and I have executed this Agreement.
(Signatures must be signed exactly as printed, original signature required, no photocopies accepted)

John Schwab
John Schwab
(Must Be Signed Exactly As Printed)

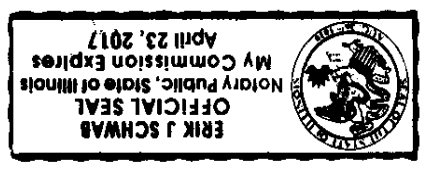
02/20/2015
MM/DD/YYYY

Sam Motto
Witness Signature
SAM MOTTO
Witness Printed Name
2-20-2015
Witness Date

[Space below this line for Acknowledgement]
STATE OF ILLINOIS
COUNTY OF COOK

On the 26 day of Feb in the year 2015 before me, Erik J. Schwab
Notary Public, personally appeared John Schwab, 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.
Erik J Schwab Notary Signature
Erik J Schwab Notary Public Printed Name Please Seal Here
4/23/2017 Notary Public Commission Expiration Date



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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: Urban Settlement Services, LLC, its attorney in fact

By: *Connie Sanchez*

Dated: FEB 25 2015

Name: **CONNIE SANCHEZ**
Title: **ASSISTANT SECRETARY**

_____[Space below this line for Acknowledgement]_____

STATE OF Colorado
COUNTY OF Broomfield

On 25 day of February in the year 2015 before me, Zachary G Camp
Notary Public, personally appeared CONNIE SANCHEZ
Assistant Secretary of Urban Settlement Services, LLC., attorney in fact for Bank of America, N.A., 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.

Zachary G Camp Notary Signature

Zachary G Camp Notary Public Printed Name Please Sign Here

FEB 13 2017 Notary Public Commission Expiration Date

ZACHARY G CAMP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134000623
COMMISSION EXPIRES FEB. 13, 2017



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Exhibit A

Legal Description

LOT 11 IN BLOCK 5 IN FEUERBORN AND KLODE'S IRVINGWOOD, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office