UNOFFICIAL COPY

Doc#: 1511415036 Fee: \$50.25 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 04/24/2015 02:08 PM Pg: 1 of 6

After Recording Return To:

Bank of America, N.A.

11802 Rigg's Parkway, Ste 100 HRM

HOME RETENSION

Broomfield, CO 85021

Prepared by! Nutrice Hill

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

[Space Above This Line For Recording Data]

ORIG.MTG \$ _

NEW MTG \$

NEW MONEY \$_

7015607777

APN: 23-13-106-040-0000

20,000.00

0.09

HOME EQUITY MODIFICATION AGREEMENT

Prev Rec Info: 03/23/2015, Instr. 0508206092

DEFINITIONS:

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

"Borrower" is SEAN ROACH AND DANIELLE M ROACH

"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 Borrover to secure payment of the Note.
- "Property" means the property described in the Security Instrument and located at the following address:

10512 S Terry Dr, Palos Hills, IL 60465

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

68951009484399+USC+HER€+341067

Home Equity Modification Agreement C3_10733-4 HEMA.ECC 3/15

Page 1 of 5

S N N M

1511415036 Page: 2 of 6

UNOFFICIAL COPY

- "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 **March 13, 2015**.
 - "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 Naturity 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 March 12, 2040.

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 Instrumuni):

- 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 present 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.

Home Equity Modification Agreement C3_10733-4 HEMA.ECC 3/15

Page 2 of 5

1511415036 Page: 3 of 6

UNOFFICIAL COPY

- (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) 50 rower 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 statics 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.



Home Equity Modification Agreement C3 10733-4 HEMA.ECC 3/15

1511415036 Page: 4 of 6

UNOFFICIAL COPY

Sean Roach (Must Be Signed Exactly As Printed)	(Signatures must be signed exactly as printed, original signature required, no
(Must Be Signed Exactly As Printed)	photocopies accepted)
(Must Be Signed Exactly As Printed)	
(Must Be Signed Exactly As Printed)	Sean Roach
MM/DDYYYY Witness Signature Witness Printed Name Witness Date [Space below this line for Acknowledgement] STATE OF	(Must Be Signed Exactly As Printed)
Danielle M Roach (Must Be Signed Exactly As Printed) Witness Signature	4/8/15
Danielle M Roach (Must Be Gio red Exactly As Printed) Witness Signature Witness Printed Name [Space below this line for Acknowledgement] STATE OF TULNOUS COUNTY OF COOK On the day of PRU in the year Roach and Dai relle M Roach, 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 cap acity(ies), and that by his/her/their signature(s) on the instrument, the person(s), which the person(s) acted, executed the instrument. WITNESS my hand and official seal. PAULA J. PIZZURRO Notary Public - State of Illinois My Commission Expires 9/03/2018 PAULA J. PIZZURRO Notary Public - State of Illinois My Commission Expires 9/03/2018	MM/PD/YYYY
Danielle M Roach (Must Be Gio red Exactly As Printed) Witness Signature Witness Printed Name [Space below this line for Acknowledgement] STATE OF TULNOUS COUNTY OF COOK On the day of PRU in the year Roach and Dai relle M Roach, 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 cap acity(ies), and that by his/her/their signature(s) on the instrument, the person(s), which the person(s) acted, executed the instrument. WITNESS my hand and official seal. PAULA J. PIZZURRO Notary Public - State of Illinois My Commission Expires 9/03/2018 PAULA J. PIZZURRO Notary Public - State of Illinois My Commission Expires 9/03/2018	Trainfel of Anach
MMVDD/YYY Witness Signature Witness Printed Name Witness Printed Name [Space below this line for Acknowledgement] STATE OF	
Witness Signature Witness Printed Name [Space below this line for Acknowledgement] STATE OF TULL DOLC COUNTY OF COOK On the day of PPLL in the year 2015 before me, PAULA PLZDIPPL Notary Public, personally appeared Sean Roach and Dar ielle M Roach, 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), which the person(s) acted, executed the instrument. WITNESS my hand and official seal. PAULA J. PIZZURRO Notary Public - State of Illinois My Commission Fxpires 9/03/2018	(Must Be Signed Exactly As Printed)
Witness Signature Witness Printed Name [Space below this line for Acknowledgement] STATE OF TULL DOLC COUNTY OF COOK On the day of PPLL in the year 2015 before me, PAULA PLZDIPPL Notary Public, personally appeared Sean Roach and Dar ielle M Roach, 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), which the person(s) acted, executed the instrument. WITNESS my hand and official seal. PAULA J. PIZZURRO Notary Public - State of Illinois My Commission Fxpires 9/03/2018	4/9/15
Witness Printed Name [Space below this line for Acknowledgement] STATE OF	MM/DD/YYYY .
Witness Printed Name [Space below this line for Acknowledgement] STATE OF	Cerete
Witness Printed Name [Space below this line for Acknowledgement] STATE OF TUNCLS COUNTY OF COOK On the day of PPU in the year 0.5 before me, POUR PIZZUREC Notary Public, personally appeared Sean Roach and Dari ielle M Roach, 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 sukmowledged to me that he/she/their signature(s) on the instrument, the person(s), or which the person(s) acted, executed the instrument. WITNESS my hand and official seal. WITNESS my hand and official seal. PAULA J. PIZZURRO Notary Public - State of Illinois My Commission Expires 9/03/2018	Witness Signature And Control of the
[Space below this line for Acknowledgement] STATE OF	
[Space below this line for Acknowledgement] STATE OF	Vitness Printed Name
[Space below this line for Acknowledgement] STATE OF	Witness Date
On the Solution of the Solutio	•
On the day of OPPL in the year 2015 before me, AUA PIZZURCO Notary Public, personally appeared Sean Roach and Dai ielle M Roach, 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 subnowledged 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), of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. WITNESS my hand and official seal. Notary Public - State of Illinois My Commission Expires 9/03/2018 PAULA - PAULA - PIZZURRO Notary Public - State of Illinois My Commission Expires 9/03/2018	
On the day of Polic in the year 2015 before me, Polic Pizzureco Notary Public, personally appeared Sean Roach and Dat ielle M Roach, 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 zeknowledged 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 entire upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. PAULA J PIZZURRO Notary Public - State of Illinois My Commission Expires 9/03/2018 PAULA STATE ON Notary Public Printed Name Please Seal Here	
Notary Public, personally appeared Sean Roach and Dar letter Roach, 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 submowledged 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 entiry upon behalf of CFFICIAL SEAL WITNESS my hand and official seal. WITNESS my hand and official seal. PAULA J. PIZZURRO Notary Public - State of Illinois My Commission Expires 9/03/2018	
Notary Public, personally appeared Sean Roach and Dar letter Roach, 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 submowledged 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 entiry upon behalf of CFFICIAL SEAL WITNESS my hand and official seal. WITNESS my hand and official seal. PAULA J. PIZZURRO Notary Public - State of Illinois My Commission Expires 9/03/2018	On the 8 day of APRIL in the year 2015 before me, ANA PIZZURRO
whose name(s) is (are) subscribed to the within instrument and scknowledged 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 entiry apon behalf of CFFICIAL SEAL WITNESS my hand and official seal. WITNESS my hand and official seal. PAULA J. PIZZURRO Notary Public - State of Illinois My Commission Expires 9/03/2018 PAULA SEAL PAULA J. PIZZURRO Notary Public - State of Illinois My Commission Expires 9/03/2018	Notary Public, personally appeared Sean Roach and Danleile W. Roach, personally
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), continuous behalf of CFFICIAL SEAL WITNESS my hand and official seal. PAULA I PIZZURRO Notary Public - State of Illinois My Commission Expires 9/03/2018 POULA TO ROW Notary Public Printed Name Please Seal Here	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 adviowledged to me
which the person(s) acted, executed the instrument. WITNESS my hand and official seal. PAULA J PIZZURRO Notary Public - State of Illinois My Commission Expires 9/03/2018 POULA PIZZURRO Notary Public Printed Name Please Seal Here	that he/she/they executed the same in his/her/their authorized capacity(ies), and that
WITNESS my hand and official seal. PAULA I PIZZURRO Notary Public - State of Illinois My Commission Expires 9/03/2018 POULA TO STATE OF INSTITUTION NOTARY Public - State of Illinois My Commission Expires 9/03/2018	by his/her/their signature(s) on the instrument, the person(s), a satisfy expendent of
Notary Public - State of Illinois My Commission Expires 9/03/2018 PAULA THE 22DRO Notary Public Printed Name Please Seal Here	WITNESS my hand and official seal PAULA J PIZZURRO
PAULA J. PIZZURRO Notary Public Printed Name Please Seal Here	Notary Public - State of Illinois
	Ny Commission 2 to the S 9/03/2010
09/03/2018 Notary Public Commission Expiration Date	PAULA THIZZURRO Notary Public Printed Name Please Seal Here
Notary Tubility Tubil	09/03/20/8 Notary Public Commission Expiration Date



Home Equity Modification Agreement C3_10733-4 HEMA.ECC 3/15

Page 4 of 5

1511415036 Page: 5 of 6

UNOFFICIAL COPY

######################################
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: Mis Sang Dated: APR 1 4 2015
Name: CONNIE SANCHEZ
ASSISTANT SECRETARY
Ox
[Space below this line for Acknowledgement]
STATE OF Colors to Country OF Brow Celd
On 4 day of 4x: in the year 27/5 before me, 22chay 6 4ny 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/ar/subscribed to the within instrument
and acknowledged to me that he/she/they execute it is 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) a sted, executed the instrument. WITNESS my hand and official seal.
Zachouy & Comp Notary Signature
Carchary (a Camp Notary Public Printed Name Please Seal Here
FEB 1 3 2011 Notary Public Commission Expiration Date
ZACHARY G CAMP NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20134600623
COMMISSION EXPIRES FEB. 13, 2017



Home Equity Modification Agreement C3_10733-4 HEMA.ECC 3/15

Page 5 of 5

1511415036 Page: 6 of 6

UNOFFICIAL COPY

Exhibit A

Legal Description

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF COOK, ILLINOIS, TO-WIT: LOT 98 IN OAKWOOD HILLS FIRST ADDITION. A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 10512 S. TERRY DRIVE, PALOS HILLS, ILLINOIS 60465.

The Real Property or its address is commonly known as 10512 SOUTH TERRY DRIVE, PALOS HILLS, IL 60465. The Real Property tax identification number is 23-13-106-040-0000

