

Prepared By: Andre Banckler

After Recording Return To:  
Bank of America, N.A.  
11802 Ridge Parkway, Ste 100 HRM  
HOME RETENTION  
Broomfield, CO 80021

ORIG.MTG \$ 375,000.00

NEW MTG \$ 375,000.00

NEW MONEY \$ 0.00

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

711428-7777 [Space Above This Line For Recording Data]

### HOME EQUITY MODIFICATION AGREEMENT

#### DEFINITIONS:

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

**"Borrower"** is RODNEY J FINN JR AND LORI FINN

**"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: Prev Rec Info: 6/3/2005 Inst # 0515413020

220 E Foster St, Arlington Heights, IL 60005 APN: 08-10-300-083

(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 **May 24, 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 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 **May 23, 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 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)

Rodney J Finn  
Rodney J Finn  
(Must Be Signed Exactly As Printed)

05/26/2015  
MM/DD/YYYY

Lori Finn  
Lori Finn  
(Must Be Signed Exactly As Printed)

05/26/2015  
MM/DD/YYYY

John J. Gherardo  
Witness Signature  
JOHN J. GHERARDO

Witness Printed Name  
5/26/15  
Witness Date

\_\_\_\_\_[Space below this line for Acknowledgement]\_\_\_\_\_  
STATE OF IL  
COUNTY OF COOK

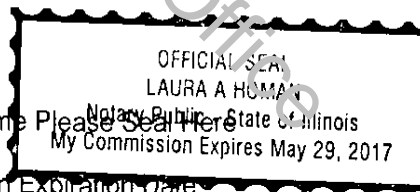
On the 26 day of MAY in the year 2015 before me, Laura A. Homan  
Notary Public, personally appeared Rodney J Finn Jr and Lori Finn, personally known to  
me or proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is (are) subscribed to the within instrument and acknowledged 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.

Laura A Homan Notary Signature

LAURA A Homan Notary Public Printed Name Please Seal Here

5-29-17 Notary Public Commission Expiration Date



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DO NOT WRITE BELOW THIS LINE.

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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: [Signature]

Dated: MAY 29 2015

Name: **LAURADUNNELL**  
Title: **ASSISTANT SECRETARY**

\_\_\_\_\_[Space below this line for Acknowledgement]\_\_\_\_\_

STATE OF Colorado  
COUNTY OF Broomfield

On 29<sup>th</sup> day of May in the year 2015 before me, Brandon Tatsuo Iwamoto  
Notary Public, personally appeared LAURADUNNELL

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.

[Signature] Notary Signature

Brandon Tatsuo Iwamoto Notary Public Printed Name Please Seal Here

3/25/16 Notary Public Commission Expiration Date

BRANDON TATSUO IWAMOTO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20144013219  
COMMISSION EXPIRES MAR. 25, 2018



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## EXHIBIT A LEGAL DESCRIPTION

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS: LOT 3 IN VOLLMANN'S SUBDIVISION OF A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RUNNING THENCE NORTH 25 DEGREES 02 MINUTES 30 SECONDS EAST 185.2 FEET THENCE EAST 220.81 FEET; THENCE SOUTH 167.53 FEET MORE OR LESS TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE WEST ALONG SAID SOUTH LINE 299.81 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office