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Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 02/02/2004 12:14 PM Pg: 1 of 4

LOAN MODIFICATION AGREEMENT

BETWEEN

Larry D. Hayes

And

Fifth Third Mortgage Company

TO

Mortgage recorded February 11, 2002 as document **0020170211**
made by Larry D. Hayes to Fifth Third Mortgage Company.

Box 178

Property Of Cook County Clerk's Office

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LOAN MODIFICATION AGREEMENT
(For use with variable-rate loans)

#6283279
Bank 23

This Loan Modification Agreement (the "Agreement") is made on 1/1/2004, between LARRY D. HAYES, a single person, ("Borrower(s)") and Fifth Third Mortgage Company ("Lender").

The parties recite and declare that:

a. Lender is the holder of a note made by Borrower(s), dated JANUARY 31, 2002, in the principal sum of **ONE HUNDRED EIGHTY ONE THOUSAND EIGHT HUNDRED DOLLARS AND NO/100 (\$181,800.00)**, together with interest thereon at a variable rate more fully set forth therein (the "Note").

b. The Note is secured by a Security Instrument bearing the same date (the "Security Instrument") that is recorded in the office of the Cook County Recorder's Office, in Book or Liber * , at Page(s) , which covers and is now a lien on the property whose street address is **1929 S. TOM PARKWAY** (the "Property"), and is further described in the Security Instrument and on Exhibit A attached hereto.

* 0020170211

c. Borrower(s) is/are now the owner(s) and holder(s) of the Property, on which the Security Instrument is a valid lien. There are no defenses or offsets to the Note or Security Instrument.

In consideration of the mutual promises and agreements exchanged, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that, notwithstanding anything contained in the Note and Security Instrument to the contrary:

1. The amount payable under the Note as of 1/1/2004 (the "Unpaid Principal Balance") is **ONE HUNDRED NINETY SIX THOUSAND ONE HUNDRED EIGHTY SIX DOLLARS AND FIFTY ONE CENTS (\$196,186.51)**, which consists of the amount loaned to Borrower(s) by Lender, and any interest capitalized to date.

2. Borrower(s) promise(s) to pay to the order of Lender the Unpaid Principal Balance, plus interest thereon at the variable rate set forth in the Note, from 1/1/2004. The parties agree and acknowledge that the interest rate due under the Note and Security Instrument is currently **8.25% <VARIABLE>** per annum, which is subject to change in accordance with the terms and conditions of the Note and Security Instrument.

The parties also agree and acknowledge that as of the date of this Agreement the monthly payment of principal and interest due under the Note is **ONE THOUSAND FOUR HUNDRED NINETY SEVEN DOLLARS AND SIXTY CENTS (\$1,497.60)**, which is subject to change in accordance with the terms and conditions of the Note and Security Instrument. Borrower(s) will begin making monthly payments on **FEBRUARY 1, 2004**, and will continue to do so thereafter on the same day of each succeeding month until the Unpaid Principal Balance and interest thereon are paid in full. If on **FEBRUARY 1, 2032** (the "Maturity Date") any amount due under the Note and Security Instrument, as amended hereby, remains unpaid, Borrower(s) agree(s) to pay any such amount in full on the Maturity Date.

Borrower(s) will deliver all payments to **Fifth Third Mortgage Company, P.O. Box 630170, Cincinnati, OH 45263**, or at such other place as Lender requires.

3. If all or part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower(s) is sold or transferred and the Borrower(s) is/are not a natural person(s)) without Lender's prior written consent, Lender may, at its option, require immediate repayment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower(s) 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 Borrower(s) must pay all sums secured by this Security Instrument. If Borrower(s) fail(s) to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand of Borrower(s).

4. Borrower(s) also will comply with all other covenants, agreements, and requirements of the Note and Security Instrument, which are incorporated herein by reference, including without limitation, Borrower(s)' covenants and agreements to make all payment of taxes, insurance premiums, assessments,

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STREET ADDRESS: 1920 TOM PARKWAY

LOT 39

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 17-21-508-053-0000

LEGAL DESCRIPTION:

PARCEL 1: LOT 39 IN SANTE FE GARDEN III, BEING A RESUBDIVISION OF PART OF BLOCKS 21, 24, 25 & 41 AND THE VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS, IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST 1/4 OF SECTION 21, ALL IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF PARKSHORE COMMONS II COMMUNITY ASSOCIATION RECORDED AS DOCUMENT NUMBER 0010358538 AS AMENDED.

PARCEL 3: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR TOM PARKWAY RECORDED AS DOCUMENT NUMBER 0010358536 AND AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR TOM PARKWAY TOWNHOMES RECORDED DECEMBER 4, 2001 AS DOCUMENT NUMBER 0011137527..

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