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Doc#: 0403334086 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

PETWEEN

Larry D. Hayes

And

Fifth Third Mortgage Company

TO

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

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(For use with variable rate leans)

#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 bareto.
- c. Derrower(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 contined 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 THOUS AND 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 II strument is currently 8.25% <VARIABLE> per annum, which is subject to change in accordance with the term, 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 task 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 because, 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 63 170, 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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escrow items, impounds a wall other payments that Borrower(s) is are obligated to make under the Security Instrument.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain in full force and effect and unchanged, including, without limitation all provisions thereof relating to the variable rate nature of the loan evidenced and secured thereby, and Borrower(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

WITNESSES:	Borrower(s)
norman Marlow	My Tings
(Sign) NORIMAN MASLOW (Print or type name)	(Sign) LARRY D. HAYES
(Sign)	(Sign)
(Print or type name)	
By:	Fifth Third Mortgage Company (Sign)
, C	Doug Battin; Vice President
STATE OF ///	Κ,
STATE OF / LL) COUNTY OF _ COO <)	JAN 1 5 2001
The foregoing instrument was acknowledged before	
OFFICIAL SEAL NOTATE Public Viusion	
NORMAN BERNARD MASLOW NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 08/09/06 MY COMMISSION EXPIRES: 08/09/06	
STATE OF OHIO	
COUNTY OF HAMILTON)	
The foregoing instrument was acknowledged before me on, by Doug Battin, Vice President of Fifth Pand Mortgage Company, and Ohio Corporation, on behalf of the corporation.	
December 19, 2007	ary Public
This in transpit was prepared by: Fifth Third Mortgage Compar	y, Madisonville Operation Center, Cincinnati, Ohio

45263.

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TREET ADDRESS: 1920 TOM PARKWAY

COUNTY: COOK

CITY: CHICAGO 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 MERIDIAL. 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 AMFNDED.

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, Or Coot County Clark's Office 2001 AS DOCUMENT NUMBER 0011137527...

CLEGALD