

Prepared by and Return to:  
Fifth Third Mortgage Company  
5001 Kingsley Drive  
Madisonville Operations Center  
MD IMOB19  
Cincinnati, OH 45227

21212892  
DF40738e

Servicer Loan Number: 202241410

**LOAN MODIFICATION**

**Fixed Rate Loan – Step Rate Modification**

#54.25

**TWO ORIGINAL LOAN MODIFICATIONS  
MUST BE EXECUTED BY THE BORROWER:  
ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND  
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE  
SECURITY INSTRUMENT IS RECORDED**

This Loan Modification ("Modification"), entered into effective as of 05/01/2009, between *Ronald J Middleton, Charmaine R. Middleton* ("Borrower") and *Fifth Third Mortgage Company* ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 04/28/1999, securing the original principal sum of U.S. \$145,000.00, and recorded in \_\_\_\_\_, at page (s) \_\_\_\_\_, of the Records of COOK County, IL, which covers the real and any personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 7838 West 100th Street, Palos Hills, IL 60465, the real property described being set forth as follows:

See attached "Exhibit A" DOCUMENT # 99418629

To evidence the election by the Borrower to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner of the Property. Any other Lien against the property has been fully disclosed to the Lender by the Borrower.
2. As of 05/01/2009, the amount payable under the Note and Security Instrument is U.S. \$130,455.27 and the current interest rate is 3.00%.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The interest rate will change annually for the first *three years* with the current interest rate restored in the third year. The first year the rate will be 3.00%, beginning 05/01/2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$467.01, beginning on 06/01/2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Beginning 05/01/2010, the second interest rate of 4.00% will adjust the monthly payment amount for the next twelve months. Beginning 05/01/2011, the interest rate will revert to the current interest rate 5.00%. If, on 05/01/2049, the Borrower still owes amounts under the Note and Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Maturity Date.
4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
6. Borrowers, their heirs, successors and assigns agree to hold Lender harmless from any and all claims, liabilities, expenses (including attorney's fees) related to or arising out of this transaction and the circumstances leading up to it.

# UNOFFICIAL COPY

[To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.]

Dated

Ronald J Middleton (Seal)  
Ronald J Middleton - Borrower

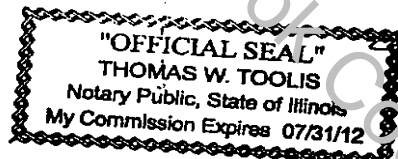
Charmaine R Middleton (Seal)  
Charmaine R. Middleton - Borrower

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois, COUNTY OF Cook SS:

Before me a Notary Public in and for said County and State personally appeared Ronald J Middleton + Charmaine R Middleton, who are personally known to me or have produced driver's license identification and who did take an oath and who executed the foregoing conveyance to Fifth Third Mortgage Company and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 20 day of May, 2009.



Thomas W Toolis  
Notary Public  
My Commission Expires 7/31/12

**DO NOT WRITE BELOW THIS LINE. FOR FIFTH THIRD USE ONLY.**  
CORPORATE ACKNOWLEDGEMENT

Maurus

FIFTH THIRD MORTGAGE COMPANY

\_\_\_\_\_  
(Seal)

STATE OF OHIO, COUNTY HAMILTON SS:

Before me, a Notary Public in and for said County and State personally appeared Fifth Third Mortgage Company by Rita Marrara, its Assistant Vice President, the individual who executed the foregoing instrument and acknowledged that she/he did read the same and did sign the foregoing instrument and that the same is her/his free act and deed and the free act and deed of Fifth Third Mortgage Company.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 20<sup>th</sup> day of July, 2009.



Diann R. Beatty  
Notary Public, State of Ohio  
My Commission Expires 11-16-2013

Diann R Beatty  
Notary Public  
My Commission Expires 11/16/2013

# UNOFFICIAL COPY

## Exhibit 78A: Modification Bankruptcy Disclosure Rider (10/03/03)

### Modification Bankruptcy Disclosure Rider

THIS MODIFICATION BANKRUPTCY RIDER, effective 05/01/2009, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Ronald J Middleton and Charmaine R. Middleton (the "Borrower(s)") and Fifth Third Bank (the "Lender") covering the property described in the Loan Modification Agreement located at: 7838 West 100th Street, Palos Hills, IL 60465.

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

Borrower represents that Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Borrower and Lender acknowledge and agree that the Loan Modification Agreement does not affect the discharge of the Borrower's personal liability on the debt.

I know that I have a right to stop paying, but I know and agree that if I stop, you have the right to keep whatever payment I have already made.

I know that you have a procedure for sending periodic statements reflecting loan balances, and I authorize you to continue sending those to me, so I will have a record of my balance.

Because I may occasionally forget to make a payment, I want you to send me a reminder or make phone contact if and when I miss a payment. I want to do this as a service to me, and I am aware that you would not do this without my requesting it.

5-20-09

Date

Ronald J Middleton  
Ronald J Middleton - Borrower

5-20-09

Date

Charmaine R. Middleton  
Charmaine R. Middleton - Borrower

7-20-09

Date

By: [Signature]  
Fifth Third Bank

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## LEGAL DESCRIPTION

Secion-Township: 12-37-12 SubDiv-Condo: DELUGACHSFAA Lot #: 27 Block #: Part of Lot: E

Property description:

23-12-303-030-0000 UPIN

Property address:

7838 WEST 100TH STRE7838 WEST 100TH STREET PALOS HILLS IL 60465

Property of Cook County Clerk's Office