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Prepared by and Return to:
MADISONVILLE OPERATION CENTER
MD1MOB19-ATTN: Marcia Evans-Smir'i
5001 KINGSLEY DRIVE
CINCINNATI, OH 45227-1114
/// CD6368

Servicer Loan Number: 403308034

## LOAN MODIFICATION

Fixed Rate Loan - Step Rate Modification

TWO ORIGINAL LOAN MODIFY. TIONS

MUST BE EXECUTED BY THE BORDOWER:

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 11/01/2009, be ween SUSIE RAMIREZ
("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 02/07/2007, securing the original principal sum of
U.S. \$440,000.00, 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 1536 POTTER RD, PARK RIDGE, IL 60068, the real property described
being set forth as follows:
See attached "Exhibit A" DOCUMENT # 0705322026

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 11/01/2009, the amount payable under the Note and Security Instrument is U.S. \$475,819.58 and the current interest rate is 1.875%.

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## **UNOFFICIAL COPY**

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principle and interest beginning on 12/01/2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The principle and interest payment will initially be U.S. \$1,855.13. Each interest rate change will adjust the monthly payment amount for the duration that interest rate is effective. The interest rate will change as follows:

Beginning 11/1/2009, the interest rate will be 1.875 %. This will adjust the monthly payment amount. Beginning 11/1/2010, the interest rate will be 3.875 %. This will adjust the monthly payment amount. Beginning 11/1/2011, the interest rate will be 6.750 %. This will adjust the monthly payment amount.

- 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 Modificatio: 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 a tree 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.

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## **UNOFFICIAL COPY**

[To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon
Note and Security Instrument.]
Sersin & Com 11/23/29
SUSIE RAMIREZ - Borrower Date
INDIVIDUAL ACKNOWLEDGMENT
STATE OF, COUNTY OF:
Before me a Notary Public in and for said County and State personally appeared SUSIE RAMIREZ, who are personally known to me or have produced driver's license identification and who did take an oath and who executed the foregoing core example 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 23 day of 1000, and 1000 day of 1000.
Notary Public My Commission Expire. 08/07/2011  OFFICIAL SEAL NINOS YOUNAN NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Aug. 7, 2011
DO NOT WRITE BELOW THIS LINE. FOR FIFTH TH RD USE ONLY.
CORPORATE ACKNOWLEDGEMENT
Mark Pike, Jr.
FIFTH THIRD MORTGAGE COMPANY (Seal)
STATE OF OHIO, COUNTY OF HAMILTON:  Mark Pike, Jr.
Before me, a Notary Public in and for said County and State personally appeared Fifth Third Mortgage Company by May R E., RROUT, its May a Company, the individual who executed the foregoing instrument and acknowledged that she/he did real the same and did sign the foregoing instrumer, 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 may name and official seal this 23 day of
Notary Public My Commission Expires 11-16-203
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## UNOFFICIAL C

Commitment Number: A07-0069

Loan # 0530403508034

0084457KAMZEL

Fifth Third Bank

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

LOTS 7 AND 8 AND THE EAST 1/2 OF THE VACATED ALLEY LYING WEST AND ADJOINING SAID LOTS, IN FIRST ADDITION TO PETER M. HOFFMAN'S GREATER PARK RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH 90 RODS OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOW ISHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF PAND ROAD, ACCORDING TO THE PLAT THEREOF RECORDED November 14, 1924 AS DOCUMENT NO. 86 (0) 36, IN COOK COUNTY, ILLINOIS. Of Coot County Clarks Office

09-22-109-020-0000 and C9-22-109-021-0000

**ALTA Commitment** Schedule C

(A07-0069.pfd/A07-0069/33)