

Top intentionally left blank.

11009656  
DF 418214



**FIFTH THIRD BANK**  
**LOAN MODIFICATION AGREEMENT**

**(Permanent Rate Reduction - Extended Term - Fixed Rate Products)**

This Loan Modification Agreement (the "Agreement") is made on 04/01/2010, between JUAN J GONZALEZ ("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 11/14/2005 principal sum of One Hundred Eighty Seven Thousand Dollars and Zero Cents (\$187,000.00) together with interest thereon at a fixed 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 4608 SOUTH HOMAN AVENUE, CHICAGO, IL 60632 (the "Property"), and is further described in the Security Instrument and on Exhibit "A" attached hereto. *Doc # 0535626023 Recorded 12-22-05*
- 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 04/01/2010 (the "Unpaid Balance") is One Hundred Eighty One Thousand Nine Hundred Dollars and Thirty Five Cents (\$181,900.35), 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 to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a modified yearly rate of 3.750% from 04/01/2010.

The parties also agree and acknowledge that as of 04/01/2010 the monthly payment of principal and interest due under the Note is Seven Hundred Thirty Two Dollars and Twenty Cents (\$732.20). Borrower(s) will begin making monthly payments in this amount on 05/01/2010, and will continue to do so thereafter on the same day of each succeeding month until the Maturity Date. The parties agree that the Maturity Date of the Note and Security

# UNOFFICIAL COPY

Instrument is extended to 04/01/2050.

If on the Maturity Date, Borrower(s) still owes amounts under the Note and Security Instrument, as amended by this agreement, Borrower(s) will pay these amounts in full on the Maturity Date. If a financial hardship continues at this time, Borrower(s) may request a re-evaluation to determine if further modifications can be made.

Borrower(s) acknowledge that extension of the Maturity Date does not extend the term of coverage of any credit life or disability insurance beyond the original loan term.

Borrower(s) will deliver all following payments to Fifth Third Mortgage Company, P.O. Box 630142, 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, escrow items, impounds, and all other payments that Borrower(s) is/are obligated to make under the Security Instrument.

5. Borrower(s) understand and agree 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.
- b. All covenants, agreements, stipulations, and conditions contained in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrowers' 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 Lenders' rights under or remedies on the Note and Security Instruments, whether such rights or remedies arise there under 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. Borrowers are presently in default under the terms of the Note and Security Instrument.
- d. Borrowers have no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- e. Nothing in this Agreement shall be understood or construed to be satisfaction or release in whole or in part of the Note or Security Instrument.
- f. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorneys' fees shall be paid by the Borrowers and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- g. Borrowers agree 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 Borrowers.

# UNOFFICIAL COPY

6. Borrower(s) further acknowledges and agrees to further release, discharge, and accord the Lender, and its agents, attorneys, officers, directors, shareholders, subsidiaries, affiliates, successors, heirs, personal representatives and assigns, from all manners of action, causes of action, judgments, executions, debts, demands, rights, damages, costs, expenses and claims of every kind, nature and character whatsoever, whether in law or in equity, accrued or unaccrued, known or unknown, liquidated or unliquidated, certain or contingent, which it ever had, against the Lender.

7. 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, and Borrower(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Juan J Gonzalez  
JUAN J GONZALEZ - Borrower

3-18-10  
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL, COUNTY OF Cook:

Before me a Notary Public in and for said County and State personally appeared JUAN J GONZALEZ, 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 18 day of March, 2010.

[Signature]  
Notary Public  
My Commission Expires Nov 9, 2013



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

[Signature]  
FIFTH THIRD MORTGAGE COMPANY  
Gregory J. Hortemiller  
STATE OF OHIO, COUNTY OF HAMILTON:

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

Before me, a Notary Public in and for said County and State personally appeared Fifth Third Mortgage Company by Gregory J. Hortemiller its AVP, 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 29th day of March, 2010.

[Signature]  
Notary Public  
My Commission Expires 11-16-2013

Diann R. Beatty



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

# UNOFFICIAL COPY

SCHEDULE A  
ALTA Commitment  
File No.: 80159

## LEGAL DESCRIPTION

LOT 77 IN HINKAMP AND COMPANY'S 47<sup>TH</sup> STREET ARCHER AVENUE SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

pin: 19.02.426018 www-

Property of Cook County Clerk's Office

CITYWIDE TITLE  
CORPORATION