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01-11014165-02R



**FIFTH THIRD BANK**

**LOAN MODIFICATION AGREEMENT**

**PERMANENT RATE REDUCTION - EXTENDED TERM - FIXED RATE PRODUCTS**  
PIN# 17-15-309-027

Return To:  
Southwest Financial Services, LTD.  
P.O. Box 300  
Cincinnati, OH 45273-8043  
DF426737

This Loan Modification Agreement (the "Agreement") is made on 04/01/2010, between RAUL ESQUERRA ("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 09/14/2007 principal sum of Three Hundred Eighty Five Thousand Six Hundred Dollars and Zero Cents (\$385,600.00) 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 1160 S MICHIGAN AVE UNIT, CHICAGO, IL 60605 (the "Property"), and is further described in the Security Instrument and on Exhibit "A" attached hereto. Doc # 0726811138 Recorded 9-25-07
- 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 Four Hundred Thirty Five Thousand Three Hundred Seventeen Dollars and Twenty Four Cents (\$435,317.24), 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 6.625% 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 Two Thousand Five Hundred Eighty Seven Dollars and Forty Six Cents (\$2,587.46). 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

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and Security 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.

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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.

Prepared By  
Mohammed Farouk  
Fifth Third Bank  
5001 Kingsley Drive  
Cincinnati OH 45227

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3/31/10

RAUL ESQUERRA - Borrower

Date

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois, COUNTY OF Cook:

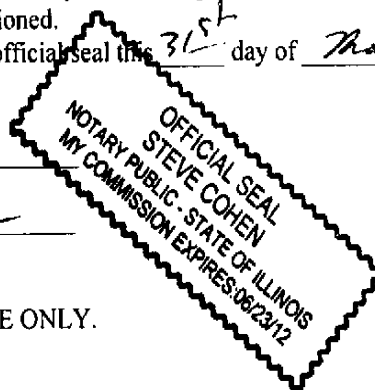
Before me a Notary Public in and for said County and State personally appeared RAUL ESQUERRA, who are personally known to me or have produced driver's license identification and who did take an oath and who executed the foregoing conveyance to Fifth Third Mortgage Company and severally acknowledged the 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 31<sup>st</sup> day of March, 2010.

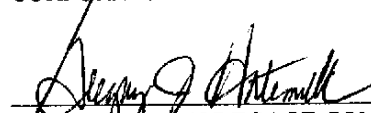


Notary Public

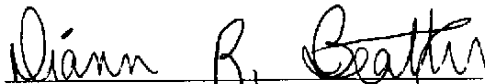
My Commission Expires 6-23-12



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

  
FIFTH THIRD MORTGAGE COMPANY \_\_\_\_\_ (Seal)  
Gregory J. Hortemiller  
STATE OF OHIO, COUNTY OF HAMILTON:

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 27<sup>th</sup> day of April, 2010.

  
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****Exhibit A****Parcel 1:**

**Unit 1705 and Parking Space Unit P-822 in The Columbian Condominium, as delineated on a plat of survey of part of the following described parcel of real estate:**

**Lot 13 in Block 21 in Fractional Section 15 Addition to Chicago (except from said premises that portion thereof taken or used for alley) in Section 15, Township 39 North, Range 14 lying East of the Third Principal Meridian, in Cook County, Illinois.**

**And is attached as Exhibit B to the Declaration of Condominium recorded July 9, 2007 as document number 0719003037, as amended from time to time together with its undivided percentage interest in the common elements.**

**Parcel 2:**

**Non-exclusive easements appurtenant to and for the benefit of Parcel 1 as created by the Declaration of Covenants, Conditions, Restrictions and Easements recorded July 9, 2007 as document number 0719003036 for support, ingress and egress, maintenance, utilities and encroachments, over the land described therein and as more particularly described therein.**

Property of Cook County Clerk's Office