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Return To:

Southwest Financial Services, LTD.
P.O. Box 300
Cincinnati, OH 45273-8043
DF44949

Servicer Loan Number: 405081183

01-1048770-012

LOAN MODIFICATION

Fixed Rate Loan – Step Rate Modification

**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 05/01/2010, between MATTHEW FITZGERALD and JESSICA A FITZGERALD ("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 02/28/2008, securing the original principal sum of U.S. \$374,000.00, 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 8667 RAINTREE LANE, ORLAND PARK, IL 60462, the real property described being set forth as follows:

See attached "Exhibit A" **DOCUMENT #081061134**

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 05/01/2010, the amount payable under the Note and Security Instrument is U.S. \$360,698.66 and the current interest rate is 2.000%.

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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 principal and interest beginning on 06/01/2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The principal and interest payment will initially be U.S. \$1,092.26. 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 5/1/2010, the interest rate will be 2.000 %. This will adjust the monthly payment amount.

Beginning 5/1/2015, the interest rate will be 3.000 %. This will adjust the monthly payment amount.

Beginning 5/1/2016, the interest rate will be 4.000 %. This will adjust the monthly payment amount.

Beginning 5/1/2017, the interest rate will be 4.625 %. 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 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.

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

Matthew Fitzgerald
MATTHEW FITZGERALD - Borrower Date 05/27/10

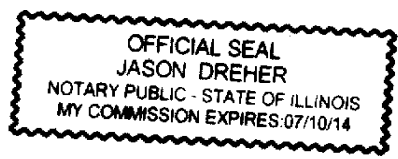
Jessica Fitzgerald
JESSICA A FITZGERALD - Co-borrower Date 5/27/10

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill. norS, COUNTY OF Cook:

Before me a Notary Public in and for said County and State personally appeared MATTHEW FITZGERALD and JESSICA A FITZGERALD, 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 27th day of May, 2010.

[Signature]
Notary Public
My Commission Expires 7/10/14



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

Sharon Golden
FIFTH THIRD MORTGAGE COMPANY (Seal)

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 Sharon Golden, its OFFICER, 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 15 day of June, 2010.

Donna M. Hardyman
Notary Public
My Commission Expires 12/11/2013



Donna M. Hardyman
Notary Public, State of Ohio
My Commission Expires 12-11-2013

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File No.: 106697

EXHIBIT A

Lot 21 in Huguelet's Orland Terrace unit 2, a subdivision of part of the West ½ of the Northwest ¼ of Section 14, Township 36 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded August 30, 1978 as document number 24606544, in the Village of Orland Park, Illinois, County of Cook.

Pin # 27-14-109-080-0000

Property of Cook County Clerk's Office