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Return To:
Southwest Financial Services, LTD.
P.O. Box 300
Cincinnati, OH 45273-8043
DF440246

Servicer Loan Number: 405596396

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 04/01/2010, between JORGE PEREZ and CARMEN M PEREZ ("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 05/02/2008, securing the original principal sum of U.S. \$264,000.00, 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 6608 157TH ST, OAK FOREST, IL 60452, the real property described being set forth as follows:

See attached "Exhibit A" **DOCUMENT# 0813615088**

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 04/01/2010, the amount payable under the Note and Security Instrument is U.S. \$264,155.24 and the current interest rate is 3.500%.

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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 05/01/2010, 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. \$1,025.79. 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 4/1/2010, the interest rate will be 3.500%. This will adjust the monthly payment amount.

Beginning 4/1/2015, the interest rate will be 4.500%. This will adjust the monthly payment amount.

Beginning 4/1/2016, the interest rate will be 5.000%. 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]

Jorge Perez 3-4-2010
 JORGE PEREZ - Borrower Date

Carmen M. Perez 3-4-2010
 CARMEN M PEREZ - Co-borrower Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill, COUNTY OF Cook :

Before me a Notary Public in and for said County and State personally appeared JORGE PEREZ and CARMEN M PEREZ, 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 4th day of March, 2010.

Christina M. Harrela
 Notary Public
 My Commission Expires 3/28/10

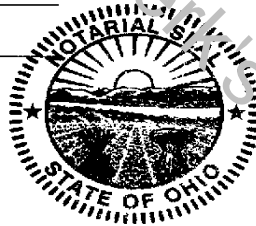
DO NOT WRITE BELOW THIS LINE. FOR FIFTH THIRD USE ONLY. CORPORATE ACKNOWLEDGEMENT

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 24 day of March, 2010.

Nardeep Singh
 Notary Public
 My Commission Expires 9/6/14



NARDEEP SINGH
 NOTARY PUBLIC
 STATE OF OHIO
 MY COMMISSION EXPIRES 9-6-2014

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THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES

THERE ARE NO UNDISCLOSED WRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement." "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayments of or agrees to or relays repayments of money, goods, or any other thing of value or to otherwise extend credit, or make a financial accommodation.

<u>Jorge Perez</u> JORGE PEREZ - Borrower	<u>3-4-2010</u> Date
<u>Carmen M. Perez</u> CARMEN M PEREZ - Co-borrower	<u>3-4-2010</u> Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill, COUNTY OF Cook SS:

Before me a Notary Public in and for said County and State personally appeared JORGE PEREZ and CARMEN M PEREZ, 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 4th day of March, 2010.

Linda M. Havrilla
Notary Public
My Commission Expires 03/08/10
LINDA M. HAVRILLA

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FIFTH THIRD BANK Errors And Omissions/Compliance Agreement

The undersigned Borrower(s) for and in consideration of the Lender this date funding the closing or modifying this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan documentation, if deemed necessary or desirable in the reasonable discretion of Lender, to enable Lender to sell, convey, see's guaranty or market said loan to any entity, including, but not limited to, as investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veteran Affairs.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will confirm and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest and to said loan documentation.

<u>Jorge Perez</u> JORGE PEREZ - Borrower	<u>3-4-2010</u> Date
<u>Carmen M. Perez</u> CARMEN M PEREZ - Co-borrower	<u>3-4-2010</u> Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill, COUNTY OF Cook SS:

Before me a Notary Public in and for said County and State personally appeared JORGE PEREZ and CARMEN M PEREZ, 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 4th day of March, 2010.

David M. No. 2111
Notary Public
My Commission Expires 2/28/10

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Loan No. 405596396

The following described real estate located in Cook County, Illinois:

Lot 137 in Forest Towers Unit 1, a subdivision of part of the West Half of the Southwest Quarter of Section 17, Township 36 North, Range 13 and part of the Southeast Quarter of Section 18, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel No: 28-18-402-024-0000

Property of Cook County Clerk's Office

(23-405596396.PFD/23-405596396/18)