



Doc#: 1134919087 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/15/2011 02:32 PM Pg: 1 of 4

BALLOON LOAN MODIFICATION
(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

TWO ORIGINAL BALLOON LOAN MODIFICATIONS
MUST BE EXECUTED BY THE BORROWER:

ONE ORIGINAL IS TO BE FILED WITH THE
BALLOON NOTE AND ONE ORIGINAL IS TO BE
RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED

Servicer Loan Number: 1038264

This Balloon Loan Modification ("Modification"), entered into effective as of 10/28/11, between ILDEFONSO TORRES ("Borrower") NILDA TORRES ("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 11/01/04, securing the original principal sum of U.S. \$125,000.00, and recorded in Book, Liber or Document #0432232055, at page(s) , of the Records of Cook County, Illinois and (2) the Balloon Note bearing the same date as, and secured by the Security Instrument, (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at:

15222 DEARBORN STREET,

the real property described being set forth as follows:

See Exhibit "A"

To evidence the election by the Borrower of the [Conditional Right to Refinance] [Conditional Modification and Extension of Loan Terms] as provided in the Balloon Note Addendum and Balloon Rider and 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 and occupant of the Property.
2. As of 12/01/11, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$115,221.47.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.125%, beginning 12/01/11. The Borrower promises to make monthly payments of principal and interest of U.S. \$621.58, beginning on 12/01/11, and continuing hereafter on the same day of each succeeding month until principal and interest are paid in full. If on 11/01/34 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.
The Borrower will make such payments at Fifth Third Mortgage Company, 5050 Kingsley Drive, 1MOC2K, Cincinnati, Ohio 45227 or at such other place as the Lender may require.
4. The Borrower will comply with all other covenants, agreements, and requirements of the

S MD
P 4
S NR
M MD
SC YES
E YES
INT MM

UNOFFICIAL COPY

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; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever cancelled, null and void, as of the maturity date of the Note.

- 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.

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

11/11/11 _____ (Seal)
 Date ILDEFONSO TORRES- Borrower

11/1/11 _____ (Seal)
 Date NILDA TORRES - Borrower

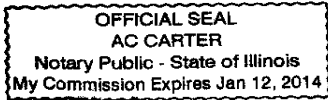
Fifth Third Mortgage Company:

_____ (Seal)
 Date Ann Davis - Vice President

Individual acknowledgement

STATE OF IL)
) SS:
 COUNTY OF COOK)

This instrument was acknowledged before me this 1 day of November, 2011 by Kristin Borgman in witness whereof I herewith set my hand and official seal.



_____ (Seal)
 Notary Public
 My commission expires: 12 January 2014

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

CORPORATE ACKNOWLEDGEMENT

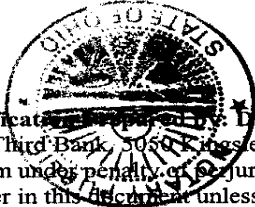
STATE OF OHIO, COUNTY HAMILTON SS:

Before me, a Notary Public in and for said County and State personally appeared Fifth Third Mortgage Company by Ann Davis, its Vice President, 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 _____ day of _____, 20_____.

_____ (Seal)
 Notary Public
 My commission expires: _____

September 10, 2014
 My Commission Expires
 Notary Public, State of Ohio
 MICHELLE GORDANO



Modification prepared by: Danielle Johantgen
 Fifth Third Bank, 5050 Kingsley Drive, MD 1MOC2N, Cincinnati, OH 45227
 I affirm under penalty of perjury that I have taken reasonable care to redact each social security number in this document unless required by law.

UNOFFICIAL COPY



Doc#: 0432232055
Eugene "Gene" Moore Fee: \$58.50
Cook County Recorder of Deeds
Date: 11/17/2004 12:15 PM Pg: 1 of 18

OF THE NEW

After Recording Return To:
FIFTH THIRD MORTGAGE COMPANY
MD: ICOM54
38 FOUNTAIN SQUARE PLAZA
CINCINNATI, OH 45263

(Space Above This Line for Recording Data)

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated NOVEMBER 08, 2004 together with all Riders to this document

(B) "Borrower" is ILDEFONSO TORRES AND NILDA TORRES, HUSBAND AND WIFE WHOSE MAILING ADDRESS IS 15222 DEARBORN STREET SOUTH HOLLAND, IL 60473

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is FIFTH THIRD MORTGAGE COMPANY. Lender is a CORPORATION organized and existing under the laws of OHIO. Lender's address is 38 FOUNTAIN SQUARE PLAZA CINCINNATI, OH 45263

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated NOVEMBER 08, 2004. The Note states that Borrower owes Lender ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100*** Dollars (U.S. \$125,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 11/01/11

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

Initials: gnt.

18

UNOFFICIAL COPY

Exhibit A

Legal Description:

The following described Real Estate situated in the County of Cook in the State of Illinois, to-wit:
Parcel 1: The West 125 feet of the East 307 feet of the South 67 1/2 feet of the North 1605 feet
of the Southeast 1/4 of Section 9, township 36 North, Range 14 East of the Third Principal
Meridian, in Cook County, Illinois. Tax Id. No. 29-09-418-022-0000 and 29-09-418-017-0000

Parcel/Tax I.D. #:

ILDEFONSO TORRES AND NILDA TORRES

Commonly known as:

Property of Cook County Clerk's Office