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This Loan Modification Agreement (the "Agreement") is made on 1/1/2014, between JUAN GAYTAN SANCHEZ and MARIA A GAYTAN ("Benewer(s)") and Fifth Third Mortgage Company ("Lender").

The parties recite and declare that:

- a. Lender is the holder of a note made by Borrover(s), dated 6/28/2012 principal sum of Two Hundred Twenty Six Thousand Dollars and Zero Cents (\$226,000 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 Boo', or Liber _____ and/or Instrument Number 1219811009, at Page(s) _____, which covers and is now a non on the property whose street address is 4335 S WHIPPLE ST, CHICAGO, IL 60632 (the "Property"), and is further described in the Security Instrument and on Exhibit "A" attached hereto.
- 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, notwith tanding anything contained in the Note and Security Instrument to the contrary:

- 1. The amount payable under the Note as of 1/1/2014 (the "Unpaid Balance") is Two Hundred Twarty Six Thousand Twenty Nine Dollars and Twenty Cents (\$226,029.20).
- 2. Borrower(s) promise(s) to pay to the order of Lender the Unpaid Principal Balance, plus interest there in o the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a modified yearly rate of 4.625% from 1/1/2014. Borrower further agrees to pay to the order of Lender the Deferred Interest on the Maturity Date.

The parties also agree and acknowledge that as of 1/1/2014 the monthly payment of principal, interest, taxes and insurance due under the Note is One Thousand One Hundred Thirty Two Dollars and Sixty Seven Cents (\$1,132.67). Borrower(s) will begin making monthly payments in this amount on 2/1/2014, and will continue to do so thereafter on the same day of each succeeding month until the Maturity Date as outlined in this agreement. Borrower(s) acknowledges that the Note, as modified, is not payable in installments of equal amounts.

To further reduce your mortgage payment, we will defer collection of and not collect interest on \$67,808.76 of your outstanding principal. You will not be required to make monthly payments on that portion. This portion of principal will be due when you pay off the modified loan, which will be when you sell or transfer an interest in your house, refinance the loan, or when the last scheduled payment is due.



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If on the Maturity Date of 1/1/2054, 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) 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.
- 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 an 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 Sec irity 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 dir iin shed 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
- e. Nothing in this Agreement shall be understood or construed to be satisfact on (r 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.
- 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.





[10 be signed and dated by all borrowers, endorsers, guarantors, surettes, and other particularly.]	earties signing the Note and Security
JUAN GAYTAN SANCHEZ - BOTTOWER	$\frac{1-29-14}{\text{Date}}$
Maria A GAYTAN - Co-borrower	1-29-19 Date
INDIVIDUAL ACKNOWLEDGMENT O	
STATE OF, COUNTY OF, COUNTY OF, COUNTY OF, COUNTY OF, COUNTY OF, COUNTY OF	SS.
Before me a Notary Tublic in and for said County and State personally appeared JUA GAYTAN, who is are personally known to me or have produced driver's license identification of the foregoing conveyance to Fifth Third Mortgage Company and severally his/her free act and deed for the uses and purposes therein mentioned.	ntification and who did take an oath and who acknowledged the execution thereof to be
IN WITNESS WHEREOF, I have neceunto affixed my name and official seal this	Official Seal Usman M Zaman
Notary Public () () () () S Notar	y Public State of Illinois mission Expires 06/26/2017
DO NOT WRITE BELOW THIS LINE. FOR FIFTH THIRD USE ONLY.	
CORPORATE ACKNOWLEDGEMENT	L
Amy Was	
FIFTH THIRD MORTGAGE COMPANY	(Seal)
STATE OF OHIO, COUNTY OF HAMILTON SS.	
Before me, a Notary Public in and for said County and State personally appeared rife My WASNUM, its Way acknowledged that she/he did read the same and did sign the foregoing instrument and of the free act and deed of Fifth Third Mortgage Company.	y to executed the foregoing instrument and id up! the same is her/his free act and deed
IN WITNESS WHEREOF, I have hereunto affixed may name and official seal this Notary Public My Commission Expires RIAL SOLL TO THE RIAL S	day of PorMary 2014.
DIANN R. BEATTY Notary Public, State of Ohio My Commission Expires 11-16-2018	
WILE OF CHIN	

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Notice Of No Oral Agreements

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

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and w grants 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 delays repayments of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.

JUANGATTANIAN CHEZ	1-37-14
JUAN GAYTAN SANCHEZ - Borrower	Date
MARIA A GAYTAN - Co-borrower	1-25-14 Data
WARIA A GAYTAN - Co-borrower	Date
INDIVIDUAL ACKNOWLEDGMENT	0.
STATE OF	E ss.
Before me a Notary Public in and for said County and State personally appear GAYTAN, who is/are personally known to me or have produced driver's lice executed the foregoing conveyance to Fifth Third Mortgage Company and se his/her free act and deed for the uses and purposes therein mentioned.	ense identification and who did take an out, and who everally acknowledged the execution thereof to be
IN WITNESS WHEREOF, I have hereunto affixed my name and official seal	this of thought and the same of the same o
Notary Public 21 / 24 / 26 / 20	
My Commission Expires () b d d d d d d d d d	Official Seal Usman M Zaman Notary Public State of Illinois

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Ecross 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, seek guaranty or market said loan to any entity, including, but not limited to, as investor, Federal 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.

JUANGATTANSAN CHEZ 1-29-14	
JUAN GAYTAN SANCHEZ - Borrower Date	
Maria A Hayley 1-29-14	
MARIA A GAYTAN - Co-borrower Date	
INDIVIDUAL ACKNOWLEDGMENT	
STATE OF TO COUNTY OF MAGE SS.	
Before me a Notary Public in and for said County and State personally appeared JUAN GAYTAN SANCHEZ at 1 MARIA A GAYTAN, who is/are personally known to me or have produced driver's license identification and who did take are eath and whe 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.	10
IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 21th day of 50, 2014.	
Notary Public My Commission Expires 06/26/201	
Official Seal Usman M Zaman	

tili Commission Expires 06/26/2017



CUSTOMER NAME:

FIFTH THIRD BANK-TITLE

APPLICATION #:

414925404

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EXHIBIT "A"

THE NORTH 15 FEET OF LOT 34 AND THE SOUTH 15 FEET OF LOT 35 IN BLOCK 9 IN STEWART'S, BEING A SUBDIVISION OF PAR' OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID NO: 19-01-304-012-0000

ADDRESS: 4335 S WHIPPLE ST CHICAGO, IL 60632