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Doc#. 1406308027 fee: $54.00
Date: 03/04/2014 09:25 AM Pg: 1 of 4
Cook County Recorder of Deeds
*RHSP:$9.00 RPRF:$1.00 FEES Applied

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FIFTH THIRD BANK

LOAN MODIFICATION AGREEMENT

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This Loan Modification Agreement (the "Agreement") is made on 6/1/2013, between MELVIN WELLS ("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 7/1/2004 principal sum of One Hundred Fifty Seven Thousand Five Hundred Dollars and Zero Cents ($157,500.00) 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 _____ and/or Instrument Number 0420427114, at Page(s) _____, which covers and is now a lien on the property whose street address is 17043 ANNETTA AV, HAZEL CREST, IL 60429 (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, notwithstanding anything contained in the Note and Security Instrument to the contrary:

1. The amount payable under the Note as of 6/1/2013 (the "Unpaid Balance") is One Hundred Seventy Nine Thousand Seven Hundred Sixty Four Dollars and Sixty Five Cents ($179,764.65).

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 4.000% from 6/1/2013. 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 6/1/2013 the monthly payment of principal, interest, taxes and insurance due under the Note is One Thousand One Hundred Fifty Six Dollars and Twenty Cents ($1,156.20). Borrower(s) will begin making monthly payments in this amount on 7/1/2013, 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 $0.00 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 6/1/2053, 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 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 Lender's 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.

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.

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

MELVIN WELLS - Borrower

1-29-14
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois, COUNTY OF Cook ss.

Before me a Notary Public in and for said County and State personally appeared MELVIN WELLS, who is/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 29th day of January, 2014

Notary Public
My Commission Expires Aug 18 2015

OFFICIAL SEAL
CHRISTA HOLLIVAY
Notary Public - State of Illinois
My Commission Expires Aug 18, 2015

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

CORPORATE ACKNOWLEDGEMENT

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 Fifth Third Mortgage Company by David Charlie, its Manager, 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 may name and official seal this 6 day of February, 20 14.

Notary Public
My Commission Expires 1-21-2018

NOTARIAL SEAL
STATE OF OHIO

Lindsey Francis
Notary Public, State of Ohio
My Commission Expires 01-21-2018

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Schedule A continued **Policy No.:**

The land referred to in this policy is described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE IN THE COUNTY OF COOK AND STATE OF ILLINOIS, TO-WIT: LOTS 34 AND 38 INCLUSIVE IN BOOK 17 IN ORCHARD RIDGE ADDITION TO SOUTH HARVEY SUBDIVISION OF SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 14, E. OF THE THIRD PRINCIPAL MERIDIAN, ALSO EAST 1/2 OF THE S.E. 1/4 OF THE N.E. 1/4 AND EAST 16 FEET OF THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 13, E. OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TAX ID: 28-25-207-056-0000

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