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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/15/2016 12:16 PM Pg: 1 of 4

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Requested By and
When Recorded Return To:
Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602
(800) 323-0467



Prepared By:
Melissa Jones
5001 Kingsley Dr.
Cincinnati OH, 45227

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This Loan Modification Agreement (the "Agreement") is made on 1/1/2016, between HELENE LATHAN ("Borrower(s)") and Fifth Third Mortgage Company ("Lender").

The parties recite and declare that:

- Lender is the holder of a note made by Borrower(s), dated 1/27/2014 principal sum of One Hundred Sixty Four Thousand Two Hundred Seventy Three Dollars and Zero Cents (\$164,273.00) together with interest thereon at a fixed rate more fully set forth therein (the "Note").
- 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 1403108148, at Page(s) _____, which covers and is now a lien on the property whose street address is 23019 BRUCE DRIVE, RICHTON PARK, IL 60471 (the "Property"), and is further described in the Security Instrument and on Exhibit "A" attached hereto. **Rec Date: 01/31/2014**
- 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:

- The amount payable under the Note as of 1/1/2016 (the "Unpaid Balance") is One Hundred Sixty Four Thousand Seven Hundred Fifty Seven Dollars and Seventy Nine Cents (\$164,757.79), which consists of the amount loaned to Borrower(s) by Lender, and any interest capitalized to date.
- 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 3.875% from 1/1/2016.

The parties also agree and acknowledge that as of 1/1/2016 the monthly payment of principal and interest due under the Note is Seven Hundred Seventy Four Dollars and Seventy Five Cents (\$774.75). Borrower(s) will begin making monthly payments in this amount on 2/1/2016, and will continue to do so thereafter on the same day of each succeeding month until the Maturity Date as outlined in the original Note and Security Instrument. The parties agree that the Maturity Date of the Note and Security Instrument is extended to 1/1/2046.

If on the Maturity Date of 1/1/2046, 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.



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Borrower(s) acknowledge that extension of the Maturity Date does not extend the term of coverage of any credit life or disability insurance beyond the original loan term.

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 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 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. 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.]

Helene Lathan
HELENE LATHAN - Borrower

1-19-18
Date

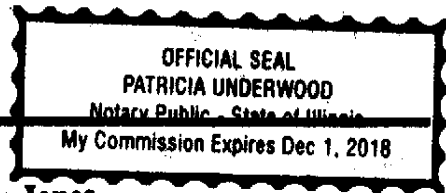
INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL, COUNTY OF Will ss.

Before me a Notary Public in and for said County and State personally appeared HELENE LATHAN, 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 19 day of Jan, 20 18.

Patricia Underwood
Notary Public
My Commission Expires Dec 1 2018.



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

CORPORATE ACKNOWLEDGEMENT

Melissa Jones
FIFTH THIRD MORTGAGE COMPANY (Seal)

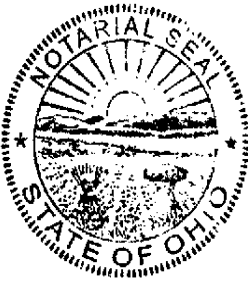
**Melissa Jones
Officer**

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 *Melissa Jones*, 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 26 day of January 20 18.

Diann R. Beatty
Notary Public
My Commission Expires 11-16-2018



DIANN R. BEATTY
Notary Public, State of Ohio
My Commission Expires 11-16-2018



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Exhibit A (Legal Description)

LOT 376 IN NINTH ADDITION TO BURNSIDE'S LAKEWOOD ESTATES, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office