

Illinois Anti-Predatory
Lending Database
Program

Doc#: 1625255030 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/08/2016 09:25 AM Pg: 1 of 5

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN: 25-18-401-038-1005**

Address:

Street: 1863 W 107TH ST APT E

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60643

Lender: FIFTH THIRD BANK

Borrower: RICKY KNIGHT

Loan / Mortgage Amount: \$185,499.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 353101C6-E241-48A9-8D72-910B1E423C61

Execution date: 8/29/2016

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416353373

**FIFTH THIRD BANK****LOAN MODIFICATION AGREEMENT****(Permanent Rate Reduction – Extended Term - Fixed Rate Products)**

This Loan Modification Agreement (the "Agreement") is made on 9/1/2016, between RICKY KNIGHT and SHARRON D WEST-KNIGHT ("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 12/21/2012 principal sum of One Hundred Eighty Five Thousand Four Hundred Ninety Nine Dollars and Zero Cents (\$185,499.00) 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 1301055099, at Page(s) _____, which covers and is now a lien on the property whose street address is 1863 W 107TH ST APT E, CHICAGO, IL 60643 (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 9/1/2016 (the "Unpaid Balance") is One Hundred Ninety Four Thousand Nine Hundred Ninety Dollars and Seventy Five Cents (\$194,990.75), which consists of the amount loaned to Borrower(s) by Lender, and any interest capitalized to date.

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 3.375% from 9/1/2016.

The parties also agree and acknowledge that as of 9/1/2016 the monthly payment of principal and interest due under the Note is Eight Hundred Sixty Two Dollars and Five Cents (\$862.05). Borrower(s) will begin making monthly payments in this amount on 10/1/2016, 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 9/1/2046.

If on the Maturity Date of 9/1/2046, 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 630412, 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.]

Ricky Knight
RICKY KNIGHT - Borrower

8/29/2016
Date

Sharron D West Knight
SHARRON D WEST KNIGHT - Co-borrower

8/29/2016
Date

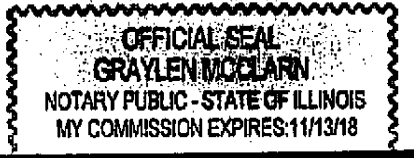
INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL, COUNTY OF Cook ss.

Before me a Notary Public in and for said County and State personally appeared RICKY KNIGHT and SHARRON D WEST-KNIGHT, 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 August, 2016.

Graylen McElarn
Notary Public
My Commission Expires _____



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

CORPORATE ACKNOWLEDGEMENT

Janet Hundemer
Officer
Janet Hundemer
FIFTH THIRD MORTGAGE COMPANY

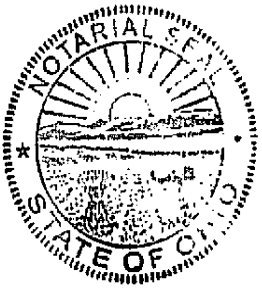


STATE OF OHIO, COUNTY OF HAMILTON ss.

Before me, a Notary Public in and for said County and State personally appeared Fifth Third Mortgage Company by Janet Hundemer, 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 31st day of August, 2016.

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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ACQUEST TITLE SERVICES, LLC
 2800 West Higgins Road, Suite 180, Hoffman Estates, IL 60169
 AS AGENT FOR
 Fidelity National Title Insurance Company

Commitment Number: 2012090707

SCHEDULE C
PROPERTY DESCRIPTION

The land covered to in this Commitment is described as follows:

Unit E in the Belmont Square Townhomes/Condominium as delineated on a survey of the following described real estate:

Parcel 1: Lots 11, 12, 13 and 14 in the Subdivision of Lots 4 and 5 in Block 33 and Lot 1 in Block 34 of Washington Heights, a subdivision of the Southeast 1/4 of Section 18, Township 37 North, Range 14, East of the Third Principal Meridian, and the Northeast 1/4 of Section 19, Township 37 North, Range 14, lying East of Prospect Avenue, all in Cook County, Illinois.

Parcel 2: The North 37.5 feet of Lot 2 in Block 34 in Washington Heights, being a resubdivision of Lots 1 and 2 in Block 13, all of Block 14, Lots 7 to 63, inclusive, in Block 20, Lots 1, 2, and 3 in Block 21 and all of blocks 24, 25, 28 and 29, all in Sections 18 and 19 Township 37 North, Range 14; also a Subdivision of the West 1/2 of the Northwest 1/4 of Section 20 and that part of the East 1/2 of the Southwest 1/4 of Section 19, East of Prospect Avenue, all in Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 99799520, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

PIN: 25-18-401-038-1005

FOR INFORMATION PURPOSES ONLY:
 THE SUBJECT LAND IS COMMONLY KNOWN AS:
 1863 West 107th Street, Unit E
 Chicago, IL 60643

Accommodation

ALTA Commitment
 Schedule C

(2012090707.PFD/2012090707/8)

RUSSO 16 RCVD