

Illinois Anti-Predatory
Lending Database
Program

Doc#: 1634747284 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/12/2016 10:37 AM Pg: 1 of 5

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN: 28-23-305-034-0000**

Address:

Street: 16646 CENTRAL PARK AVE

Street line 2:

City: MARKHAM

State: IL

ZIP Code: 60428

Lender: FIFTH THIRD MORTGAGE COMPANY

Borrower: PAUL A SAULSBURY AND ALTHEA J SAULSBURY

Loan / Mortgage Amount: \$319,607.95

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: D5A6A0E6-986F-4486-A611-0E58FAF85A71

Execution date: 11/30/2016

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FIFTH THIRD BANK LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement") is made on 12/1/2016, between PAUL A SAULSBURY and ALTHEA J SAULSBURY ("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 1/28/2009 principal sum of Three Hundred Eight Thousand Six Hundred Sixty One Dollars and Zero Cents (\$308,661.00) 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 0905008009, at Page(s) _____, which covers and is now a lien on the property whose street address is 16646 CENTRAL PARK AVE, MARKHAM, IL 60428 (the "Property"), and is further described in the Security Instrument and on Exhibit "A" attached hereto.
- 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 12/1/2016 (the "Unpaid Balance") is Three Hundred Nineteen Thousand Six Hundred Seven Dollars and Ninety Five Cents (\$319,607.95).
- 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 3.500% from 12/1/2016. 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 12/1/2016 the monthly payment of principal and interest due under the Note is One Thousand Four Hundred Thirty Five Dollars and Eighteen Cents (\$1,435.18). Borrower(s) will begin making monthly payments in this amount on 1/1/2017, 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. Borrower(s) acknowledges that the Note, as modified, is not payable in installments of equal amounts.

If on the Maturity Date of 12/1/2046, 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) 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 a 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.]

Paul A. Saulsbury
PAUL A SAULSBURY - Borrower
Althea J. Saulsbury
ALTHEA J SAULSBURY - Co-borrower

11-30-16
Date
11-30-16
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois, COUNTY OF Kankakee ss.

Before me a Notary Public in and for said County and State personally appeared PAUL A SAULSBURY and ALTHEA J SAULSBURY, 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 30th day of November, 2016.

Beverly Ann Valenzuela
Notary Public
My Commission Expires 2-26-2019



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

CORPORATE ACKNOWLEDGEMENT

Daniel M. Flick
FIFTH THIRD MORTGAGE COMPANY

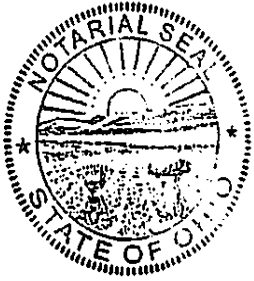
Daniel M. Flick
Officer (Seal)

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 Daniel M. Flick, 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 2 day of December, 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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SCHEDULE A CONTINUATION PROPERTY DESCRIPTION

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

Loan No. 406874909

The following described real estate located in Cook County, Illinois:
Lot 6 in Watkins Outreach Development Resubdivision of parts of Lots 4 and 5 and
all of Lot 6 in Block 4 in Grover C. Elmore and Co's Hazelcrest Farms, a subdivision in the
Southwest 1/4 of Section 23, Township 36 North, Range 13, East of the Third Principal
Meridian, in Cook County, Illinois.

Parcel No: 28-23-305-034-0000

Accommodation

Property of Cook County Clerk's Office