

# UNOFFICIAL COPY

Doc#: 2129433215 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/21/2021 03:38 PM Pg: 1 of 5

Investor Loan # 207643548

**After Recording Return To:**

5001 Kingsley Dr  
Cincinnati, OH 45227  
Mail Drop 1MOB-AL

This document was prepared by Loss Mitigation Department, Fifth Third Bank, N.A.

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410120893  
210544237

Prepared by:  
Boni Coleman  
513-358-2637  
Boni Coleman

**LOAN MODIFICATION AGREEMENT**

**First-Lien Closed-End Loan**

Permanent Rate Reduction - Fixed Rate Products

Permanent Rate Reduction - Extended Term - Fixed Rate Products

**MERS #**

**SIS phone number: 888-679-6377**

This Loan Modification Agreement (the "Agreement") is made on September 20, 2021, between KYLE D GARNER ("Borrower(s)") and Fifth Third Bank, National Association ("Lender").

The parties recite and declare that: *Recorded: 8-10-2010*

a. Lender is the holder of a note made by Borrower(s), dated 08/05/2010 principal sum of Two Hundred Fifty-Eight Thousand Two Hundred Forty-Four and 00/100 (U.S. \$258,244.00) 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 n/a and/or Instrument Number 1023212086, at Page(s) n/a, which covers and is now a lien on the property whose street address is 9722 S LEAVITT ST CHICAGO, IL 60643 (the "Property"), and is further described in the Security Instrument and on Exhibit "A" attached hereto.

*Pin: 25-07-128-017-0000*

c. Borrower(s) is/are now the owner(s) and holder(s) of the Property, on which the Security Instrument is a valid and enforceable lien. There are no defenses or offsets to the Note or Security Instrument. Any other Lien against the Property has been fully disclosed to the Lender by the Borrower.

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:

d. The amount payable under the Note as of 10/01/2021 is Two Hundred Sixty-Five Thousand One Hundred Seventy-One and 65/100 (\$265,171.65) (the "New Principal Balance"). The New Principal Balance consists of \$216,943.89 in unpaid interest bearing principal, \$23,863.68 in unpaid interest (the "Unpaid Interest") and \$24,364.08 in advances.

New Principal Balance	Deferred Amount with this agreement	Interest Bearing Principal	Modified Principal and interest payment	Due at Maturity (includes any prior deferred amounts)
\$265,171.65	\$0.00	\$265,171.65	\$1,117.97	\$0.00

Borrower(s) do(es) have the option to pay the Unpaid Interest at the time of execution of this Agreement and not have the existing loan balance increase by the amount of the Unpaid Interest.

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The parties agree that the Maturity Date of the Note and Security Instrument is extended to 10/01/2051. 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) promise(s) to pay to the order of Lender the Interest Bearing Principal Balance, plus interest thereon to the order of the Lender. Interest will be charged on the Interest Bearing Principal Balance at a [modified] yearly rate of 3% from 10/01/2021. The Borrower promises to make monthly payments of principal and interest due under the Note of One Thousand One Hundred Seventeen and 97/100 (\$1,117.97) beginning on 11/01/2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

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.

If Lender exercises this option, Lender shall give Borrower(s) notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower(s) must pay all sums secured by this Security Instrument. If Borrower(s) fail(s) to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand of Borrower(s).

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.

Borrower(s) understand(s) and agree(s) 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 Borrower's(s)' 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. Borrower(s) is/are presently in default under the terms of the Note and Security Instrument.
- d. 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 Borrower(s) and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- e. Borrower(s) agree(s) 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 Borrower(s).
- f. Borrower authorizes Lender, and Lender's successors and assigns, to share certain Borrower public and non-public personal information including, but not limited to (i) name, address, telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, and (v) payment history and information about Borrower's account balances and activity, with an authorized third party which may include, but is not limited to, a counseling agency, state or local Housing Finance Agency or similar entity that is assisting Borrower in connection with obtaining a foreclosure prevention alternative, including the trial period plan to modify Borrower's loan ("Authorized Third Party").

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Borrower understands and consents to Lender or Authorized Third Party, as well as FHA (the owner of Borrower's loan), disclosing such personal information and the terms of any relief or foreclosure prevention alternative, including the terms of the trial period plan to modify Borrower's loan, to any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with the loan or any other mortgage loan secured by the Property on which Borrower is obligated.

Borrower consents to being contacted by FHA, Lender or Authorized Third Party concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Authorized Third Party.

By this paragraph, Lender is notifying Borrower(s) that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the escrow items.

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.

Each individual executing this Agreement warrants that she/he has actual authority to execute this Agreement, that she/he has had the opportunity to have legal counsel review and explain the provisions of this Agreement and that she/he has read this Agreement in full and understands its contents prior to signing said Agreement.

By checking this box, Borrower also consents to being contacted by text messaging.

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

*Kyle D Garner* 9-30-21  
KYLE D GARNER - Borrower Date

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS COUNTY OF COOK ss.

Before me a Notary Public in and for said County and State personally appeared KYLE D GARNER, who is/are personally known to me or who has produced sufficient evidence of identification and who did take an oath and who executed the foregoing conveyance to Fifth Third Bank, National Association, 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 30<sup>th</sup> day of SEPTEMBER 2021.

*Stephanie Dammons*  
Notary Public  
My Commission Expires 4-30-2022



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

CORPORATE ACKNOWLEDGEMENT

Jessica Jordan

Jessica Jordan  
Officer  
513-358-3027

FIFTH THIRD BANK, NATIONAL ASSOCIATION \_\_\_\_\_ (Seal)

STATE OF Ohio, COUNTY OF Hamilton ss.

Before me, a Notary Public in and for said County and State personally appeared Fifth Third Bank, National Association, by Jessica Jordan 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 Bank, National Association.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 7 day of October 2021.

Diann R. Beatty  
Notary Public  
My Commission Expires 11-16-2023



DIANN R. BEATTY  
Notary Public, State of Ohio  
My Commission Expires 11-16-2023

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STREET ADDRESS: 9722 S. LEAVITT ST  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER: 28-07-128-017-0000

## LEGAL DESCRIPTION:

LOT 6 IN BLOCK 1 IN R. E. EBERHARDT'S BEVERLY HILLS MANOR, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO A RESUBDIVISION OF LOTS 1 TO 48, BOTH INCLUSIVE, IN DANIEL E. C. MOLE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF VACATED S. IRVING AVENUE (S. BELL AVENUE.) LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 25 TO 48, BOTH INCLUSIVE, IN DANIEL E. C. MOLE'S SUBDIVISION AFORESAID AND THE VACATED 16-FOOT PUBLIC ALLEY WEST OF AND ADJOINING LOTS 1 TO 24, BOTH INCLUSIVE, AND EAST OF AND ADJOINING LOTS 25 TO 48, BOTH INCLUSIVE, IN DANIEL E. C. MOLE'S SUBDIVISION, AFORESAID, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JANUARY 3, 1956, AS DOCUMENT NUMBER 1642659, AND CERTIFICATE OF CORRECTION, THEREOF REGISTERED AS DOCUMENT NUMBER 1668729.

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