### **UNOFFICIAL COPY**

Doc#. 2129533173 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 10/22/2021 02:47 PM Pg: 1 of 5

#### Investor Loan # 0421145582

After Recording Retail PTUP

5001 Kingsley Dr Cincinnati, OH 45227 Mail Drop 1MC/B: AL

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

Requested By and When Recorded Return To: ServiceLink Loan Mod (ich tions 3220 El Camino Real Irvine, CA 92602 (800) 934-3124

. ....ove This Line For Recording Data]

921145582

\*Prycored be:-Bail coleman

Dail Wemm

LOAN MODIFICATION AGREEMENT F rst-Lien Closed-End Loan

Permanant 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 21, 2021, between JESUS A FIGUEROA ("Borrower(s)") and **Fifth Third Bank, National Association ("Lender")**.

The parties recite and declare that: Recorded: 9-11-015

- a. Lender is the holder of a note made by Borrower(s), dated 08/21/2015 principal sum of One Hundred Seventy-Six Thousand Seven Hundred Thirty-Nine and 00/100 (U.S. \$176,739. J0) 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 1526433076, at Page(s) n/a, which covers and is now a lien on the property whose street address is 5128 S TRUMBULL AVE CHICAGO, IL 60632 (the "Property"), and is further described in the Security Instrument and on Exhibit "A" attached hereto.

  \[ \psi(\text{if} \text{if} \text{if}
- 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 convertien 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 One Hundred Seventy-Nine Thousand One Hundred Twenty-Two and 71/100 (\$179,122.71) (the "New Principal Balance"). The New Principal Balance consists of \$161,095.79 in unpaid interest bearing principal, \$9,363.78 in unpaid interest (the "Unpaid Interest") and \$8,663.14 in advances.

New Principal Balance	Deferred	Interest	Modified	Due at Maturity
	Amount with	Bearing	Principal and	(includes any prior
	this agreement	Principal	interest payment	deferred amounts)
\$179.122.71	\$0.00	\$179.122.71	\$767.32	\$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.

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 an

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 3.125% from 10/01/2021. The Borrower promises to make monthly payments of principal and interest due under the Note of Seven Hundred Sixty-Seven and 32/100 (\$767.32) 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 secure to 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 corroby 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 Londer's rights under or remedies on the Note and Security Instruments, whether such rights or remedies arise incre 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").

LIDN 1084 2

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 or 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 contacte	d by text messaging. $\square$				
[To be signed and dated by all borrowers, endursors, guarantors, sureties, and other parties signing the Note and					
Security Instrument.]					
//4. // 0/	09-30-21				
for fage	09-30-21				
JESUS A FIGUERIA ABorrower	Date				
INDIVIDUAL ACCALONAL EDGRAFALT	),				
INDIVIDUAL ACKNOWLEDGMENT					
STATE OF THUMBES, COUNTY OF C	COV- ss.				
STATE OF STA					
Before me a Notary Public in and for said County and State per	sonally appealed JESUS A FIGUEROA, who				
is/are personally known to me or who has produced sufficient ev					
and who executed the foregoing conveyance to Fifth Third Bank					
acknowledged the execution thereof to be his/her free act and d	eed for the uses and purposes therein mentioned.				
	20 Contouhan				
IN WITNESS WHEREOF, I have hereunto affixed my name and	I official seal this 30 day of 341 / euc. Delc				
20 <u>2/</u>					
Calina Ova	<u> </u>				
Maken Dublic	OFFICIAL CEALS				
Notary Public My Commission Expires 12/13/202/	"OFFICIAL SEAL"				
My Commission Expires 7 / 12/ WC	GALINA GOY NOTARY PUBLIC, STATE OF ILLINOIS				
· · · · · · · · · · · · · · · · · · ·	THE PARTY COLOR STATE OF ILLINGUS &				

My Commission Expires 12/13/2021

LIDN 1084 3

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

CORPORATE ACKNOWLEDGEMENT	Jessica Jordan	
FIFTH THIRD BANK, NATIONAL ASSOCIATION	Officer 513-358-3027	(Seal)
STATE OF Ohio, COUNTY OF Hamilton ss.		····
Before me, a Notary Public in and for said County and Association, by 1955 to 100 MM, its the foregoing instrument and acknowledged that she/hand that the same is her/his free act and deed and the IN WITNESS WHEREOF, I have hereunto affixed may 20 MM.  Notary Public My Commission Expires 116 My Commissi	DIANN R. BEATT Notes of Price and did sign the effect and deed of Fifth Third Bandy name and official seal this	e foregoing instrument

2129533173 Page: 5 of 5

## **UNOFFICIAL COPY**

### **EXHIBIT A**

### LEGAL DESCRIPTION

Legal Description: LOT 40 IN BLOCK 6 IN WATERMAN'S ADDITION TO MORRELL PARK AND ELSDON, BEING THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 19-11-401-033 Vol. 386

Aroberty of Cook County Clerk's Office Property Address: 5128 S. Trumbull, Chicago, Illinois 60632