Doc#. 2131346220 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 11/09/2021 01:11 PM Pg: 1 of 7

Investor Loan # 0419273883

After Recording Return To:

→ 5001 Kingsley Dr

Cincinnati, OH 45227

Mail Drop 1MOP-AL

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

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

[Space Above This Line For Recording Data]

419273883

Coil Coleman

LOAN MODIFICATION AGREEMENT

210648972

First-Lien Closed-End Loan

3 - 35% - 4637 Permanent (late 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 mad a collected 20, 2021, between WILLIAM EUGENE CROWDER JR, STEPHANIE CROWDER ("Borrower(s)") and Fifth Third Bank, National Association ("Lender").

The parties recite and declare that: Record ed: 1-14-3014

- a. Lender is the holder of a note made by Borrower(s), dated 12/23/2013 principal sum of Two Hundred Forty-Four Thousand Four Hundred Eighty-Nine and 00/100 (U.S. \$244,489.00) 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 1401435029, at Page(s) n/a, which covers and is now a lien on the property whose street address is 1309 MEYER CT HOMEWOOD, IL 60430 (the "Property"), and is further described in the Security Instrument and on Exhibit "A" attached hereto.

 **Pure and "C"

 **ON 119 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 11/01/2021 is Two Hundred Seventy-Three Thousand Four Hundred Twenty and 54/100 (\$273,420.54) (the "New Principal Balance"). The New Principal Balance consists of \$216,048.52 in unpaid interest bearing principal, \$15,303.40 in unpaid interest (the "Unpaid Interest") and \$42,068.62 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)
\$273,420.54	\$0.00	\$273,420.54	\$1,189.94	\$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 11/01/2051. 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 3.25% from 11/01/2021. The Borrower promises to make monthly payments of principal and interest due under the Note of One Thousand One Hundred Eighty-Nine and 94/100 (\$1,189.94) beginning on 12/01/2021, 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 action, 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 coverants, 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 ices, 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

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

FIFTH THIRD BANK, NATIONAL ASSOCIATION	Kimberly Taylor Officer 513-358-3303	(Sea!)
STATE OF Ohio, COUNTY OF Hamilton ss. Before me, a Notary Public in and for said County and Association, by hamilton, its the foregoing instrument and acknowledged that she/he and that the same is her/his free act and deed and the IN WITNESS WHEREDF, I have hereunto affixed may	, the indivi- e did read the same and did sign the for free act and deed of Fifth Third Bank, N	dual who executed regoing instrument lational Association.
Notary Public My Commission Expires 11-16-3028		
DIMIN R BEAT P. A. S. Wilder P. J. A. S. Wilder P. J. A. S. W. Commission Engineer 1: A. S. W. W. Commission Engineer 1: A. S.	Colling Clark's O	

LIDN 1084 4

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 it	s being contacted by text messaging.
[To be signed and dated by all borrowers, endo Security Instrument.]	se's guarantors, sureties, and other parties signing the Note and
W= 1 = W	10-26-21
WIMAM EUGENE CROWDER JR - Borrows	Date 10176121
INDIVIDUAL ACKNOWLEDGMENT	Date
/ 1	DUNTY OF COOK ss.
JR, STEPHANIE CROWDER, who is/are persidentification and who did take an oath and who	nty and State personally appeared WILLIAM SUGENE CROWDER onally known to me or who has produced sufficient evidence of a executed the foregoing conveyance to Fifth Film Bank, National execution thereof to be his/her free act and deed for the uses and
IN WITNESS WHEREOF, I have hereunto affix	red my name and official seal this 26 day of 0 tober,
Stace 20 0 Notary Public (/	-
My Commission Expires 10/03/2023	OFFICIAL SEAL
	STACY L. ZIDEL NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires Oct. 3, 2023.

LIDN 1084

2131346220 Page: 5 of 7

UNOFFICIAL COPY

Exhibit" All

LEGAL DESCRIPTION OF PROPERTY

Borrower Name: William Eugene Crowder JR

Property Address: 1309 Meyer Ct, Homewood, IL 60430

Property Description:

Date: 12/23/13

LOT 10 IN MELVIN K. MEYER ESTATE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14 EA;T OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECOF D 3D NOVEMBER 10, 2005, AS DOCUMENT NO. 0531434032 IN COOK COUNTY, PLINOIS.

14423010419273883

SAME NAME AFFIDAVIT

STATE OF:

COUNTY OF: LOOK

THE UNDERSIGNED, after being duly sworn upon, oath deposes and says: That in reference to the transaction of the property located at:

1309 MEYER CT HOMEWCOP IL 60430

Appears on some no diffication documents as:

WILLIAM E CROWDER JR WILLIAM CROWDER JR WILLIAM E CROWDER WILLIAM CROWDER

I hereby certify that the above are all one and the same.

SIGNED this 26 day of OCtober 20 21

WILLIAM E CROWDER JR

Authorized Agent

Subscribed and sworn before this day of October, 2021

Notary Public

State/Commonwealth of: /L

Acting in the County/Parish of: Cook

My Commission Expires:

10/03/2023

OFFICIAL SEAL STACY L. ZIDEL NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Oct. 3, 2023

2131346220 Page: 7 of 7

SAME NAME AFFIDAVIT

STATE OF:

COUNTY OF: COOK

THE UNDERSIGNED, after being duly sworn upon, oath deposes and says: That in reference to the transaction of the property located at:

1309 MEYER CT HOMEWOOD IL 60430

Appears on some ne diffication documents as:

STEPHANIE CROWDER

I hereby certify that the above are all one and the same.

SIGNED this day of

iothorized Agent

Subscribed and sworn before this 2b day of October

State/Commonwealth of: L

Acting in the County/Parish of: Cook

My Commission Expires: 10/03/2023

OFFICIAL SEAL STACY L. ZIDEL NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Oct. 3, 2023