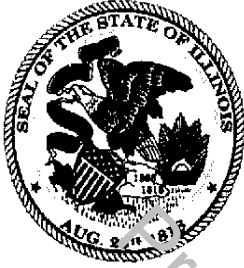


Illinois Anti-Predatory  
Lending Database  
Program

Doc#: 2136407381 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 12/30/2021 12:56 PM Pg: 1 of 8

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN:** 09-33-313-001-0000

**Address:**

**Street:** 1811 Pratt Ave

**Street line 2:**

**City:** Des Plaines

**State:** IL

**ZIP Code:** 60018

**Lender:** Fifth Third Mortgage Company

**Borrower:** Carol L Baney and William R Baney

**Loan / Mortgage Amount:** \$147,688.07

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 or person.

**Certificate number:** AFF1912D-7446-42F6-A6D7-5C14F2AB036B

**Execution date:** 12/22/2021

# UNOFFICIAL COPY

Investor Loan # 0208325464

**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.

[Space Above This Line For Recording Data]

208325464

Prepared by:  
Gail Coleman  
513-358-6637  
Dail Wdeman**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: 888-679-6370**

20350570

This Loan Modification Agreement (the "Agreement") is made on November 16, 2021, between CAROL L BANEY, WILLIAM R BANEY ("Borrower(s)") and Fifth Third Bank, National Association ("Lender").

The parties recite and declare that: *Recorded 2-28-2007*

a. Lender is the holder of a note made by Borrower(s), dated 01/26/2007 principal sum of One Hundred Twenty-Five Thousand and 00/100 (U.S. \$125,000.00) 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 0705941015, at Page(s) n/a, which covers and is now a lien on the property whose street address is 1811 PRATT AVE DES PLAINES, IL 60018 (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 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 One Hundred Forty-Seven Thousand Six Hundred Eighty-Eight and 07/100 (\$147,688.07) (the "New Principal Balance"). The New Principal Balance consists of \$145,009.76 in unpaid interest bearing principal, \$0.00 in unpaid interest (the "Unpaid Interest") and \$2,678.31 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)
\$147,688.07	\$0.00	\$147,688.07	\$528.70	\$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.

# UNOFFICIAL COPY

The parties agree that the Maturity Date of the Note and Security Instrument is extended to 11/01/2061. 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 11/01/2021. The Borrower promises to make monthly payments of principal and interest due under the Note of Five Hundred Twenty-Eight and 70/100 (\$528.70) 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 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").

# UNOFFICIAL COPY

Borrower understands and consents to Lender or Authorized Third Party, as well as Fifth Third Bank (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 Fifth Third Bank, 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, endorsees, guarantors, sureties, and other parties signing the Note and Security Instrument.]

Carol L. Baney 11/30/21  
 CAROL L BANEY - Borrower Date

X William R Baney 11/30/21  
 WILLIAM R BANEY - Borrower Date

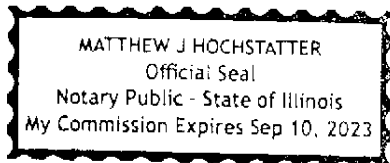
### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL, COUNTY OF Cook ss.

Before me a Notary Public in and for said County and State personally appeared CAROL L BANEY, WILLIAM R BANEY, 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 day of Nov, 2021.

Matthew J Hochstatter  
 Notary Public  
 My Commission Expires 9/10/23



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

CORPORATE ACKNOWLEDGEMENT

Kimberly Taylor

**Kimberly Taylor  
Officer**

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

**513-358-3303**

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 Kimberly Taylor, 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 2 day of December, 2021.

Barbara M Ganim

Notary Public

My Commission Expires 9-20-2022



**BARBARA M. GANIM**  
Notary Public, State of Ohio  
My Commission Expires 09-20-2022

# UNOFFICIAL COPY

## SAME NAME AFFIDAVIT

STATE OF: IL

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:

1811 PRATT AVE  
DES PLAINES IL 60018

Appears on some modification documents as:

WILLIAM R BANEY  
WILLIAM BANEY

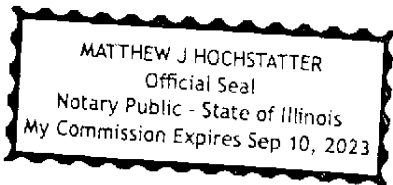
I hereby certify that the above are all one and the same.

SIGNED this 30 day of Nov, 2021.

William R Baney  
WILLIAM R BANEY Authorized Agent

Subscribed and sworn before this 30 day of Nov, 2021

Matthew J Hochstatter  
Notary Public



State/Commonwealth of: IL

Acting in the County/Parish of: COOK

My Commission Expires: 9/10/23

# UNOFFICIAL COPY

## SAME NAME AFFIDAVIT

STATE OF: IL

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:

1811 PRATT AVE  
DES PLAINES IL 60018

Appears on some modification documents as:

CAROL L BANEY  
CAROL BANEY

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

SIGNED this 30 day of Nov, 2021.

Carol L. Baney  
CAROL L BANEY Authorized Agent

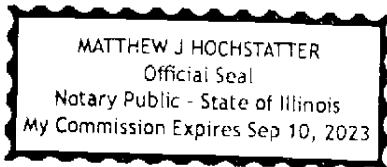
Subscribed and sworn before this 30 day of Nov, 2021

Matthew J Hochstatter  
Notary Public

State/Commonwealth of: IL

Acting in the County/Parish of: Cook

My Commission Expires: 9/10/23



# UNOFFICIAL COPY

LOT 1 IN COURTESY GARDENS SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 16, 1954, AS DOCUMENT NUMBER 1547221, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office