### **UNOFFICIAL COPY**

Doc#. 2304641120 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 02/15/2023 12:44 PM Pg: 1 of 7

Investor Loan #

After Recording Return To:
5001 Kingsley Dr
Cincinnati, OH 45227
Mail Drop 1MOB-AL
This document was prepared by LAURA JEMISON

230072438

[Space Above This <u>Lin</u>e For Recording Data]

LOAN MODIFICATION AGREEMENT

Home Equity Loan

Borrower ("I"): ROBERT C SLATER, ANNIE J SLATER Lender ("Lender"): Fifth Third Bank, National Association

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 05/15/2002

Loan Number: \*\*\*\*\*9644

Property Address: 292 W 150TH PLACE HARVEY, IL 60426

MERS#

SIS phone number: 888-679-6377

This Loan Modification Agreement (the "Agreement") is reads on January 26, 2023, between ROBERT C SLATER, ANNIE J SLATER ("Borrower(s)") and Fifth Third Bank, National Association ("Lender").

The parties recite and declare that:

a. Lender is the holder of a note made by Borrower(s), dated 05/15/2002 principal sum of Forty Thousand and 00/100 (U.S. \$40,000.00) 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 Recorder's Office, in Book or Liber n/a and/or Instrument Number 0020691062, at Page(s) n/a, which covers and is now a lien on the property whose street address is 292 W 150TH PLACE HARVEY, IL 60426 (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:

The parties agree that Borrower's(s') right to receive periodic extensions of credit (loan advances) under the Note is terminated and that Borrower(s) will begin making payments of principal and interest to pay off the balance due on the Note as provided herein.

<sup>&</sup>lt;sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "i." For purposes of this document words signifying the singular (such as "i") shall include the plural (such as "we") and vice versa where appropriate.

The amount payable under the Note as of 02/01/2023 (the "New Principal Balance") is Forty Thousand Twenty-Eight and 32/100 (\$40,028.32), which consists of \$40,028.32 in unpaid interest bearing principal, \$0.00 Deferred Principal Balance, unpaid interest of \$0.00 (the "Unpaid Interest") and advances of \$0.00.

Borrower further agrees to pay to the order of Lender the Deferred Interest in the amount of \$1,645.99 on the Maturity Date of 02/25/2053.

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

The parties agree that the Maturity Date of the Note and Security Instrument is extended to 02/25/2053. 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 proof of the Lender. Interest will be charged on the Interest Bearing Principal Balance at a [modified] yearly rate of 6.375% from 02/01/2023. The Borrower promises to make monthly payments of principal and interest due under the Note is Two Hundred Forty-Nine and 72/100 (\$249.72) beginning on 03/25/2023, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

#### **Balloon Payment:**

If, on the Maturity Date, the Borrower still owes any other amounts under the Note, Security Instrument, this or any prior Modification, the Borrower will pay these amounts in full on the Maturity Date. Borrower(s) may request a re-evaluation to determine if further modifications can be made.

Borrower(s) will deliver all following payments to Fifth Third Bank, P.O. Box 630778, Cincinnati, OH 45263, or at such other place as Lender requires. If all c. 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 Institution.

If Lender exercises this option, Lender shall give Borrower(s) rotice 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 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 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 Lenders' rights under or remedies on the Note and Security Instruments, whether such rights or remedies arise there under or by

LIDN 3387 2

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).

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?.as 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.

LIDN 3387

٥

## **UNOFFICIAL COPY**

[To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note and Security Instrument]
ROBERT C SLATER - Borrower Date
ANNIE J SLATER - Borrower Date  Date  1 Date  Date
INDIVIDUAL ACKNOWLEDGMENT
STATE OF TLUNUIS COUNTY OF COUNTY SS.
Before me a Notary Public in and for said County and State personally appeared ROBERT C SLATER, ANNIE J SLATER, who is are personally known to me or who has produced sufficient evidence of identification and who did take an path 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 WHERECE I have hereunto affixed my name and official seal this day of
My Commission Expires 12/17/2023  "OFFICIAL SEAL"  JEANICE WILSON JACKSON  Notary Public, State of Illinois  My Commission Expires 2/17/2023
DO NOT WRITE BELOW THIS LINE. FOR FIFTY THIRD USE ONLY.
CORPORATE ACKNOWLEDGEMENT  KINDSULY JAMUL  Kimberly Taylor
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 appear to Fifth Third Bank, National Association by 100 100 100 100 100 100 100 100 100 10
THE WITNESS WHEREOF) have hereunto affixed may name and official seal this day or
Notary Public Stary

LIDN 3387

# UNOFFICIAL COPY

STATE OF: ILLINOIS 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: 292 W 150<sup>TH</sup> PLACE HARVEY IL 60426 Appears on some modification documents as: ROBERT C SLATER ROBERT SLATER I hereby certify that the above are all one and the same. SIGNED this day of Authorized Agent EŘŤ C SLATER Subscribed and sworn before this 7 day of Februar "OFFICIAL SEAL" JEANICE WILSON JACKSON otary Public Notary Public, State of Illinois My Commission Expires 2/17/2023 State/Commonwealth of: II Acting in the County/Parish of:

My Commission Expires: 07/17/2023

Classification: Internal Use

2304641120 Page: 6 of 7

# UNOFFICIAL COPY

STATE OF: TLUNIS COUNTY OF: CAOK THE UNDERSIGNED, after being duly sworn upon, oath deposes and says: That in reference to the transaction of the property located at: 292 W 150<sup>TH</sup> PLACE HARVEY IL 60426 Appears on some modification documents as: ANNIE J SLATER ANNIE SLATER I hereby certify that the above are all one and the same. Authorized Agent ANNIE J SLATER Subscribed and sworn before this Notary Public "OFFICIAL SEAL" JEANICE WILSON JACKSON State/Commonwealth of: IUMIS Notary Public, State of Illinois My Commission Expires 2/17/2023 Acting in the County/Parish of:

Classification: Internal Use

My Commission Expires: 12/17/2023

2304641120 Page: 7 of 7

## **UNOFFICIAL COPY**

#### **LEGAL DESCRIPTION**

LOT 45 IN BLOCK 20, IN CALUMET VISTA A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE INDIAN BOUNDARY LINE AND IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

in Pr.
-326-05.

Or Cook County Clarks Office Commonly Known as: 7s? W 150th Place, Harvey, IL 60426

Permanent Index Number: 29-07-326-057