Doc#. 2322140105 Fee: \$107.00

Karen A. Yarbrough Cook County Clerk

Date: 08/09/2023 03:29 PM Pg: 1 of 5

Investor Loan #

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

[Space Above This Line For Recording Data] 811724950

JAN MODIFICATION AGREEMEN

Home Equity Loan

Borrower ("I"):1 EBENEZER M TAYUI

Lender ("Lender"): Fifth Third Bank, National Association

Date of Note ("Note"): 04/28/2003

Loan Number: *****4950

Property Address: 5 GIANNA CT FLOSSMOOR, IL 6(42)

MERS#

SIS phone number: 888-679-6377

This Loan Modification Agreement (the "Agreement") is made on Juny 21, 2023, between EBENEZER M TAYUI ("Borrower(s)") and Fifth Third Bank, National Association ("Lends.").

The parties recite and declare that:

Recorded : 05/14/2/103

a. Lender is the holder of a note made by Borrower(s), dated 04/28/2003 principal sum. of One Hundred Ninety-Two Thousand and 00/100 (U.S. \$192,000.00) together with interest thereon at a fixed rate more fully set forth therein (the "Note").

In consideration of the mutual promises and agreements exchanged, and other good and valuation consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that, notwithstanding anything contained in the Note 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.

The amount payable under the Note as of 08/01/2023 (the "New Principal Balance") is Two Hundred Thirty-Five Thousand Five Hundred Four and 49/100 (\$235,504.49), which consists of \$191,892.67 in unpaid interest bearing principal, \$0.00 Deferred Principal Balance, unpaid interest of \$0.00 (the "Unpaid Interest") and advances of \$43,611.82.

*Please note, this New Principal Balance is as of the date of this agreement and does not reflect payments that will be received while the modification is pending. Please see your first billing statement once this modification has been finalized for the acutal new principal balance.

LIDN 3387

Classification: Internal Use

¹ 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.

Borrower further agrees to pay to the order of Lender the Deferred Interest in the amount of \$4,690.38 on the Maturity Date of 08/28/2053.

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 is extended to 08/28/2053. 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 order of the Lender. Interest will be charged on the Interest Bearing Principal Balance at a [modified] yearly rate of 6.75% from 08/01/2023. The Borrower promises to make monthly payments of principal and interest due under the Note is One Thousand Five Hundred Twenty-Seven and 48/100 (\$1,527.48) beginning on 09/28/212; 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 sull owes any other amounts under the Note, this or any prior Modification, the Borrower will pay these amounts in full on the Maturity Date. Borrower(s) may request a reevaluation to determine if further modifications can be made.

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

Borrower(s) also will comply with all other covenants, agreements, and requirements of the Note which are incorporated herein by reference.

Borrower(s) understand and agree that:

- a. All covenants, agreements, stipulations, and conditions contained in the Note 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 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, 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 are expressly reserved by Lender.
- b. Borrower(s) is/are presently in default under the terms of the Note-.
- c. 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. Except as otherwise specifically provided in this Agreement; and the Note 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.

INTENTIONALLY LEFT BEANK

[To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note.]
07/26/2023
EBENEZER M TAYUI - Boyrower - Date
INDIVIDUAL ACKNOWLEDGMENT
STATE OF <u>Indiana</u> , COUNTY OF <u>La Kl</u> ss.
Before me a Notary Public in and for said County and State personally appeared EBENEZER M TAYUI, 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 WHEREUF, I have hereunto affixed my narreal and association and who did take an oath and who execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. IN WITNESS WHEREUF, I have hereunto affixed my narreal and association 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.
BY SEAL 8 *
Notary Public My Commission Expires 9-9-20 DO NOT WRITE BELOW THIS LINE. FOR FIFTH THIRD USE ONLY.
DO NOT WRITE BELOW THIS LINE. FOR THE IT THIRD GOL GREET.
CORPORATE ACKNOWLEDGEMENT Kimberly Taylor
CORPORATE ACKNOWLEDGEMENT
CORPORATE ACKNOWLEDGEMENT Kimberly Taylor AVP
CORPORATE ACKNOWLEDGEMENT Kimberly Taylor AVP FIFTH THIRD BANK, National Association STATE OF Ohio, COUNTY OF Hamilton ss. Before me, a Notary Hublic in and for said County and State personally applied of Fifth Third Bank, National Association by Associati
CORPORATE ACKNOWLEDGEMENT Kimberly Taylor AVP FIFTH THIRD BANK, National Association STATE OF Ohio, COUNTY OF Hamilton ss. Before me, a Notary Flublic in and for said County and State personally applied of Fifth Third Bank, National Association by Mind of the individual who executed the foregoing instrument and acknowledged that she/he did read the saine and did sign the foregoing

LOT 8 IN PLOSSMOOR'S BUTTERFIELD POINTS UNIT III, BEING A RESUBDIVISION OF BUTTERFIELD POINTS UNITS I AND II, A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, TEL HALP
14, EA.
DIS.
COOK COUNTY CLORK'S OFFICE ILLINOIS.