

UNOFFICIAL COPY

Doc#: 0804408260 fee: \$40.00
Date: 02/13/2008 01:31 PM Pg: 1 of 4
Cook County Recorder of Deeds
*RHSP FEE \$10.00 Applied

Return to:

FIFTH THIRD BANK (WESTERN MICHIGAN)
ATTN: IMOBIL EQUITY LENDING DEPARTMENT
1850 EAST PARIS GRAND RAPIDS, MI 49546

This instrument was prepared by:

JZE YAD

FIFTH THIRD BANK (WESTERN MICHIGAN)
1850 EAST PARIS GRAND RAPIDS, MI 49546



Loan Number: XXXXXX2652++

Mortgage Modification Document

13751093

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this January 15, 2008 between
OSCAR BROWN AND ELOISE BROWN, HUSBAND AND WIFE

Whose address is: 1411 HARLEM AV APT/SUITE A , ELMWOOD PARK, IL, 60302-0000 .

("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 5-29-2007 and recorded in the Book or Liber _____ at page(s) _____, or with instrument number 0718416007 of the Public Records of COOK County, which covers the real and personal property located at:

1411 N HARLEM AVE #A ELMWOOD PARK, IL 60707-0000

the real property described being set forth as follows:

See Attached Exhibit A

In consideration of the mutual promises and agreements exchanged, the Grantor and Lender hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

Future Advances: Specifically, without limitation, the Security Instrument secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor within twenty (20) years of the date of this Mortgage, together with all interest therein; however in no event shall future advances (excluding interest) exceed in the aggregate of \$ 30,000.00

Continuing Validity: Except as expressly modified above, the terms of the original Security Instrument shall remain unchanged and in full force and effect and are legally binding and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Security Instrument as changed above nor obligate Lender to make any future modifications. Nothing in the Modification shall constitute a satisfaction of the note, credit agreement or other evidence of indebtedness. It is the intention of Lender to retain as liable all parties to the Security Instrument unless a party is expressly released by Lender in writing. If any person who signed the original Security Instrument does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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[Space Below This Line For Notary Acknowledgment]

STATE OF ILLINOIS,

County ss: COOK

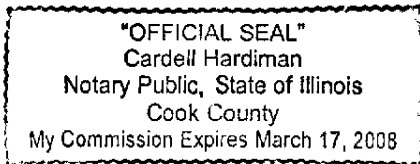
I, *CARDELL HARDMAN* a Notary Public in and for said county and state do hereby certify that

OSCAR BROWN AND ELOISE BROWN, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th DAY OF January, 2008,

My Comission Expires: *MAR. 17, 2008*



Cardell Hardiman

Notary Public
Cardell Hardiman

MMC1 (11/07)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED January 15, 2008 .

Signed, sealed and delivered in the presence of:

Oscar Brown (Seal)
OSCAR BROWN

Eloise Brown (Seal)
ELOISE BROWN

Witness

Witness

(Seal)

(Seal)

(Seal)

(Seal)

FIFTH THIRD BANK

Signed, sealed and delivered in the presence of:

Dee Ja Kim - FINANCIAL SERVICE REP (Seal)
Authorized Signer - Title
DEE JA KIM

Witness

Witness

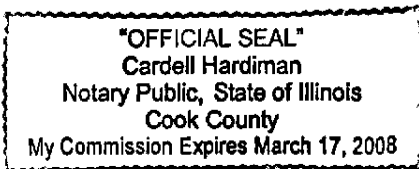
STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this January 15, 2008 by DEE JA KIM, FINANCIAL SERVICE REP
of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION (Title)

and who is personally known to me.

(Seal)

Cardell Hardiman
Notary Public
Cardell Hardiman
Typed, Printed or Stamped Name



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EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

PARCEL 1:

THE EAST 17.5 FEET OF THE WEST 86.5 FEET OF THE SOUTH 4 FEET OF LOT 24, AND THE EAST 17.5 FEET OF THE WEST 86.5 FEET OF LOTS 25 AND 26, (EXCEPT THE SOUTH 5 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 9 FEET OF THE SOUTH 15 FEET OF LOT 25 (EXCEPT THE WEST 125 FEET THEREOF), ALL BEING IN THE SOUTH 3 FEET OF LOT 22, ALL OF LOTS 23 TO 26, (EXCEPT THE SOUTH 5 FEET THEREOF), IN THE RESUBDIVISION OF LOT 23, IN BLOCK 4, AND LOT 13, IN BLOCK 5, IN MILLS AND SONS HARLEM AND NORTH AVENUE SUBDIVISION, IN THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2, AS SET FORTH IN THE DECLARATION, RECORDED AS DOCUMENT NUMBER 15777265, AND AS CREATED BY DEED FROM ROBERT MURRAY AND CLARA MURRAY, TO HYMAN NATHAN AND SADIE NATHAN, DATED JUNE 7, 1954 AND RECORDED JULY 15, 1954, AS DOCUMENT NUMBER 15960697, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 16-06-107-076-0000
OSCAR BROWN AND ELOISE BROWN, HUSBAND AND WIFE,
NOT AS TENANTS IN COMMON AND NOT AS JOINT TENANTS,
BUT AS TENANTS BY THE ENTIRETY

1411 NORTH HARLEM, ELMWOOD PARK IL 60707
Loan Reference Number : 09743985/23/02602/FAM
First American Order No: 13751093
Identifier: f/FIRST AMERICAN LENDERS ADVANTAGE

13751093

Return to
FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
ATTN: FACT DEPT.