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Return to:

FIFTH THIRD BANK (WESTERN MICHIGAN)
ATTN: 1MOBIR EQUITY LENDING DEPARTMENT
1850 EAST PARIS GRAND RAPIDS, MI 49546

Doc#: 0808515105 Fee: \$42.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/25/2008 02:23 PM Pg: 1 of 4

This instrument was prepared by:

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

Jagruti Patel



Loan Number: XXXXXX8716++

Mortgage Modification Document

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this February 16, 2008 between
RONALD J. PAPACEK, A SINGLE PERSON

13749446

Whose address is: 376 NEW GATE CT, SCHAUMBURG, IL, 60193-0000.

("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated *12-4-2006* and recorded in the Book or Liber *NA* at page(s) *NA*, or with instrument number *0701022069* of the Public Records of COOK County, which covers the real and personal property located at:

376 NEW GATE COURT SCHAUMBURG, IL 60193-0000

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 \$ 45,000.00

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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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED February 16, 2008

Signed, sealed and delivered in the presence of:

Ronald J. Papacek (Seal)
RONALD J. PAPACEK

Witness _____

_____ (Seal)

Witness _____

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

FIFTH THIRD BANK

Signed, sealed and delivered in the presence of:

Jeff Mesler (Seal) AVP
Authorized Signer - Title
JEFF MESLER

Witness _____

Witness _____

STATE OF ILLINOIS
COUNTY OF COOK

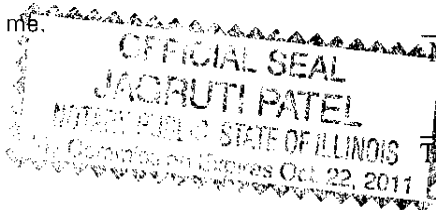
The foregoing instrument was acknowledged before me this February 16, 2008 by

JEFF MESLER, AVP

(Title)

and who is personally known to me.

(Seal)



[Signature]
Notary Public

Typed, Printed or Stamped Name

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[Space Below This Line For Notary Acknowledgment]

STATE OF ILLINOIS,

County ss: Cook

I, Jagruti Patel

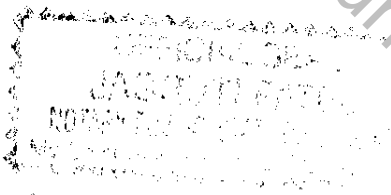
a Notary Public in and for said county and state do hereby certify that

RONALD J. PAPACEK, A SINGLE PERSON

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 10th DAY OF February, 2008,

My Commission Expires:



Jagruti Patel
Notary Public

Jagruti Patel

Commission expires Oct 22, 2011

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS:

UNIT NO. 1-13-46-R-Z-2, TOGETHER WITH A PERPETUAL AND EXCLUSIVE EASEMENT IN AND TO GARAGE UNIT NO. 1-13-46-R-Z-2, AS DELINEATED ON A PLAT OF SURVEY OF A PARCEL OF LAND BEING A PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, AND PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL"); WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1977 AND KNOWN AS TRUST NO. 22502, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS MARCH 30, 1978 AS DOCUMENT NO. 24383272 TOGETHER WITH A PERCENTAGE OF COMMON ELEMENTS APPURTENANT TO SAID UNITS, AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME.

Permanent Parcel Number: 07-22-402-045-1356
RONALD J. PAPACEK (NO MARITAL STATUS SHOWN)

376 NEWGATE COURT, SCHAUMBURG IL 60193
Loan Reference Number : 09703375/23/05891/FAM
First American Order No: 13749446
Identifier: f/FIRST AMERICAN LENDERS ADVANTAGE



Return To:

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