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FIFTH THIRD BANK (WESTERN MICHIGAN) ATTN: 1MOB1R EQUITY LENDING DEPARTMENT 1850 EAST PARIS GRAND RAPIDS, MI 49546

This instument was prepared by:

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



Doc#: 0809404097 Fee: \$42.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 04/03/2008 10:58 AM Pg: 1 of 4



**Nortgage Modification Document** 

THIS MORTGAGE MODIFICATION AGREEMENT (MODIFICATION"), made this March 17, 2008 BENNETT LUSCHER AND JULIA LUSCHER, YUSBAND AND WIFE

between

14145584

Whose address is: 2419 N CLYBOURN AVE, CHICAGO, IL, 6061+5000.

("Grantor") and FIFTH THIRD BANK

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust,

10/4's

or Deed to Secure Debt (the "Security Instrument"), dated 11-30-2006 and recorded in the Book or Liber 20 at page(s) NA, or with instrument number 07030 | 2042 of the Public Records of COOK Cou

which covers the real and personal property located at:

2419 N CLYBOURN AVE CHICAGO, IL 60614-0000

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 \$ 138,000.00

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. No+hing 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 PRO AGREES TO ITS TERMS. THIS MODIFICATION IS DATED	VISIONS OF THIS MODIFICATION AND GRANTOR March 17, 2008
Signed, sealed and delivered in the presence of:	JULIA LUSÇHER (Seal)
Whoess Danielle Raviey	BENEFIT (CSCHER)
Witness Javen's Sjoldigi	(Seal)
C/a	(Seal)
	(Seal)
C	(Seal)
Signed, sealed and delivered in the presence of:  Witness Danjelle Raney  Witness Transactions	Authorized Signer - Title  Junielle Raney, customer  Service  Manager
STATE OF ILLINOIS COUNTY OF COOK The foregoing instrument was acknowledged before me this March of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION	Danielle Raney CSM 17, 2008 by Arby SARAA, FEM
and who is personally known to me.	Notary Public (Title)
OFFICIAL SEAL NIDHI SARDA NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Dec. 11, 2010	Typed, Printed or Stamped Name

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[Space Below This Line For Notary Acknowledgment]	
STATE OF ILLINOIS,  I, Widhi Sarda. Notary Public in and for said county and state do hereby certify that	
BENNETT LUSCHER AND JULIA LUSCHER, HUSBAND AND WIFE	
personally known to me to be the same persor(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  17th DAY OF March, 2008,  My Comission Expires:  No ary Public  NO EFICIAL SEAL  NICHT S ARCA	
OFFICIAL SEAL NIDHI SARDA NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Dec. 11, 2010	

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#### EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

UNIT NUMPER 3 IN THE CLYBOURN COURT CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 35 IN BLOCK 6 IN FULLERTON'S SECOND ADDITION TO CHICAGO BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO AND NORTHWESTERN RAILROAD AND OF THAT PART LYING WEST OF SAID PAILROAD AND EAST OF CLYBOURN AVENUE ACCORDING TO MAP RECORDED IN BOOK 15 IN PLATS PAGE 10, IN COOK COUNTY, ILLINOIS WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARACION OF CONDOMINIUM AS RECORDED JUNE 14, 2002 AS DOCUMENT NUMBER 0020671709; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERFST IN THE COMMON ELEMENTS.

#### PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-3, AND GARAGE SPACE G-3, AND THE STORAGE SPACE S-3, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AS NOTED ABOVE AND RECORDED AS DOCUMENT NUMBER 0020671709.

Permanent Parcel Number: 14-30-409-095-1003
BENNETT LUSCHER AND JULIA LUSCHER, HUSBAND AND WIFE, NOT AS JOINT TENANTS,
NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIREY:

2419 NORTH CLYBOURN AVENUE, CHICAGO IL 60614 Loan Reference Number : 09989002/23/02495/FAM

First American Order No: 14145584

Identifier: f/L/FIRST AMERICAN LENDERS ADVANTAGE



Return To:

FIRST AMEXICAN WITLE INSURANCE LENDERS ADVANTAGE 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, ONIO 44114 ATTN: FACT DEPT.