### Doc#. 0830308144 fee: \$54.00 Doc#. 0830308144 fee: \$54.00 Doc#. 10/29/2008 11:26 AM Pg: 1 of 5 Doc#. County Revolder of Deeds --\*RHSP FEE \$10.00 Applied

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

The property identified as:

PIN: 25-08-204-070-0000

Address:

Street:

9522 South Sagamon Street

Street line 2:

City: Chicago

**ZIP Code: 60643** 

Lender:

Fifth Third Bank

Borrower: TOMMY C. BALLARD & MARY E. BALLARD, HIS WIFE NOT IN TENANCY IN COMMON, BUT JOINT

**TENANCY** 

Loan / Mortgage Amount: \$75,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq, because the application was taken by an exempt entity.

Certificate number: E0FE4B8E-388E-4728-98D6-CC34AE59BD99

Execution date: 10/17/2008

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## **UNOFFICIAL COPY**

BOTUM TO: OLD NUSON

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

This instument was prepared by: (M)

FIFTH THIRD BANK (WESTERN MICHIGAN)

1850 EAST PARIS GRAND RAPIDS, MI 49546



Loan Number:

XXXXXX7615++

38971361

Mortgage Modification Document

THIS MORTGAGE MODIFICATION AGREE, MEAN, ("MODIFICATION"), made this October 17, 2008 TOMMY C. BALLARD & MARY E. BALLARD, I'IS WIFE, NOT IN TENANCY IN COMMON, BUT JOINT TENANCY

between

9522 S SANGAMON CHICAGO, IL 60643-0000

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 agreements exchanged in the Note of 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 \$ 75,000.00

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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## **UNOFFICIAL COPY**

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED October 17, 2008 (Seal) Signed, sealed and delivered in the presence of: (Seal) Witness (Seal) Witness Oponty Ox Co. (Seal) (Seal) (Seal) FIFTH THIRD BANK Signed, sealed and delivered in the presence of: (Seal) Witness Witness STATE OF ILLINOIS COUNTY OF COOK The foregoing instrument was acknowledged before me this October 17, 2008 of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION (Title) and who is personally known to me. OFFICIAL SEAL (Seal) REGINA M. WILLIAMSON NOTARY PUBLIC, STATE OF ILLINOIS My Commission: Expires Feb. 21, 2011

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# **UNOFFICIAL COPY**

[Space Below This Line For Notary Acknowledgment]	
STATE OF ILLINOIS,	County ss: COOK
I, Reging M. Williamson a Notary Public in and for said county and state do hereby certify that	
TOMMY C. BALLARL & MARY E. BALLARD, I IN COMMON, BUT JOINT TENANCY	HIS WIFE, NOT IN TENANCY
personally known to me to be the same personally who day in person, and acknowledged that he/she/they sig for the uses and purposes therein set forth.	ose name(s) subscribed to the foregoing instrument, appeared before me this med and delivered the said instrument as his/her/their free and voluntary act,
Given under my hand and official seal, this	17th DAY OF October, 2008,
My Comission Expires: 7-eb 21, 2011	Hegra M. Williamson
	Agna III. WIIIIamson

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## **UNOFFICIAL COPY**

#### EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 18 IN DAHLSR RESUBDIVISON OF LOT 15 (EXCEPT THE NORTH 140 FEET THEREOF) IN BLOCK 23 AND LOT 28 (EXCEPT THE NORTH 140 FEET THEREOF) IN BLOCK 24 IN HENRY WELP'S HALSTED STREET ADDITION TO THE WASHINGTON HEIGHTS IN SECTION 5 AND 8, TOWNSHIP 37 NORTY. RANGE 14, EAST OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 25-08-204-070-0000 TOMMY C. BALLARD AND MAR( E. BALLARD, HIS WIFE, NOT IN TENANCY IN COMMON, BUT JOINT TENANCY

9522 SOUTH SANGAMON STREET, CHICAGO IL 60643 Loan Reference Number : 11228452/23/02511/FAM First American Order No: 38971361

Identifier: f/L/FIRST AMERICAN LENDIPS ADVANTAGE

- IL

38971361 BALLARD

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

leturn To:

Equity Loan Services, Inc. 1100 Superior Avenue, Suite 200 Cleveland, Ohio 44116

Attn: National Recording