

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

Property of Cook County Clerk's Office

The property identified as: **PIN:** 07-22-101-052-0000

Address:

Street: 321 Lincoln St.

Street line 2:

City: Schaumburg

State: IL

ZIP Code: 60194

Lender: Fifth Third Bank

Borrower: Daniel E. Baron and Kimberly A. Baron

Loan / Mortgage Amount: \$174,200.00

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: 0B1DB34E-B7E4-4DB5-BDFE-CF88C6F9A409

Execution date: 10/22/2008

UNOFFICIAL COPYReturn to: *Mary Meek*

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

This instrument was prepared by: *Cari Vittefese*

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



Loan Number: XXXXXX1105 +

Mortgage Modification Document

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this October 22, 2008 between DANIEL E. BARON AND KIMBERLY A. BARON, HUSBAND AND WIFE

38909295

Whose address is: 321 LINCOLN ST , SCHAUMBURG, IL, 60194-0000 .

("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated *8-25-2006* and recorded in the Book or Liber *NA* at page(s) *NA*, or with instrument number *0628617194* of the Public Records of COOK County, which covers the real and personal property located at:

321 LINCOLN ST SCHAUMBURG, IL 60194-0000

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 \$ 174,200.00

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 October 22, 2008

Signed, sealed and delivered in the presence of:

H. Kaleem
 Witness Huda Kaleem
Erika Demask
 Witness Erika Demask

[Signature] (Seal)
 DANIEL E. BARON
[Signature] (Seal)
 KIMBERLY A. BARON
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

FIFTH THIRD BANK

Signed, sealed and delivered in the presence of:

H. Kaleem
 Witness Huda Kaleem
Erika Demask
 Witness Erika Demask

[Signature] (Seal)
 Authorized Signer - Title
Jeff Mester - AVP

STATE OF ILLINOIS
COUNTY OF COOK

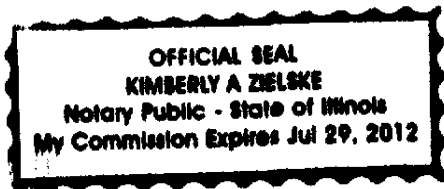
The foregoing instrument was acknowledged before me this October 22, 2008 by Jeff Mester, AVP (Title)
of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION

and who is personally known to me.

[Signature]
Notary Public

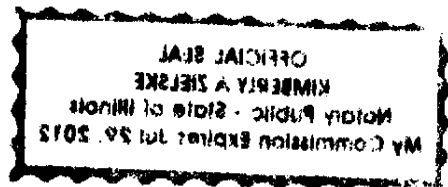
Kimberly A Zieske
Typed, Printed or Stamped Name

(Seal)



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[Space Below This Line For Notary Acknowledgment]

STATE OF ILLINOIS, Cook County ss:

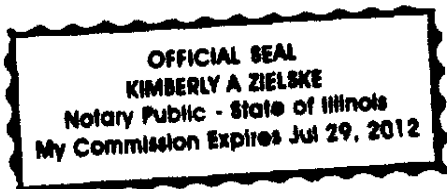
I, Kimberly Zielske a Notary Public in and for said county and state do hereby certify that

DANIEL E. BARON AND KIMBERLY A. BARON, 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 22nd DAY OF October, 2008,

My Commission Expires:

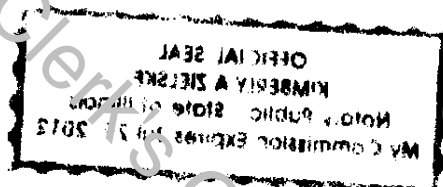


Kimberly A. Zielske
Notary Public
Kimberly A. ZIELSKE

MMC1 (11/07)

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 2 IN PEREZ'S FIRST ADDITION TO SCHAUMBURG, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1991 AS DOCUMENT 91545919, BEING A RESUBDIVISION OF LOT 53 ON ROBERT BARTLETT'S PLEASANT ACRES, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 18, 1952 IN BOOK 398 OF PLATS, PAGE 18 AS DOCUMENT 15276283, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 07-22-101-052-0000
 DANIEL E. BARON AND KIMBERLY A. BARON, HUSBAND AND WIFE
 NOT AS JOINT TENANTS OR AS TENANTS IN COMMON BUT AS TENANTS BY THE ENTIRETY

321 LINCOLN STREET, SCHAUMBURG IL 60194
 Loan Reference Number : 11242836/23/02544/FAM
 First American Order No: 38909295
 Identifier: f/L/FIRST AMERICAN LENDERS ADVANTAGE

 **BARON**
38909295

IL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



Return To:
Equity Loan Services, Inc.
 1100 Superior Avenue, Suite 200
 Cleveland, Ohio 44114
 Attn: National Recording