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Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



Doc#: 0833103087 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/26/2008 02:32 PM Pg: 1 of 5

Property of Cook County Clerk's Office

The property identified as: PIN: 14-30-403-077-0000

Address:

Street: 2732 N. Paulina Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60614

Lender: Fifth Third Bank

Borrower: Charles Heaver and Thomas C. Kniery

Loan / Mortgage Amount: \$475,000.00

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: 41F79940-2FC4-4E0B-B104-40FF941D435C

Execution date: 11/07/2008

Handwritten signature/initials

Return to: Mary Meek**UNOFFICIAL COPY**

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

This instrument was prepared by: Cari Utdefiesch

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



Loan Number: XXXXXX9999++

**Mortgage Modification Document**

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this November 7, 2008 between CHARLES HEAVER AND THOMAS C. KNIERY, UNMARRIED INDIVIDUALS

Whose address is: 2732 N PAULINA ST , CHICAGO, IL, 60614-0000 .

("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 7-18-2003 and recorded in the Book or Liber NA at page(s) NA, or with instrument number 0328440050 of the Public Records of COOK County, which covers the real and personal property located at:

2732 N. PAULINA STREET 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 \$ 475,000.00

**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 November 7, 2008

Signed, sealed and delivered in the presence of:

*[Signature]* (Seal)  
CHARLES HEAVER

*[Signature]* (Seal)  
THOMAS C. KNIERY

Witness

Witness

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

FIFTH THIRD BANK

Signed, sealed and delivered in the presence of:

*[Signature]* (Seal)  
Authorized Signer - Title

*Jeff Mesler - AVP*

Witness

Witness

STATE OF ILLINOIS  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this November 7, 2008 by *Jeff Mesler - AVP* *Katherine Broe, FOM*  
of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION (Title)

and who is personally known to me.

*[Signature]*  
Notary Public

*Katherine Broe*  
Typed, Printed or Stamped Name

(Seal)



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[Space Below This Line For Notary Acknowledgment]

STATE OF ILLINOIS, COOK

County ss:

I, Katherine Broe a Notary Public in and for said county and state do hereby certify that

CHARLES HEAVER AND THOMAS C. KNIERY, UNMARRIED INDIVIDUALS

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 7th DAY OF November, 2008,

My Commission Expires:



Katherine Broe  
 Notary Public

MMC1 (11/07)

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## EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN COOK COUNTY, ILLINOIS, TO WIT: PARCEL 1: LOT 7 IN DIVERSEY-PAULINA HOMES SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1999 AS DOCUMENT NO. 99,959,973, ALL IN COOK COUNTY, ILLINOIS. PARCEL 2: PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR PURPOSES OF INGRESS AND EGRESS OVER AND ACROSS EAST/WEST DRIVE COURT AND NORTH/SOUTH DRIVE COURT, AS SET FORTH IN DECLARATION RECORDED AUGUST 18, 1999 AS DOCUMENT NO. 99, 787, 080 DEPICTED ON THE EXHIBIT ATTACHED THERETO, AND DEPICTED ON THE RECORDED PLAT OF SUBDIVISION DESCRIBED ABOVE.

Permanent Parcel Number: 14-30-403-077-0000  
CHARLES HEAVER AND THOMAS C. KNIERY, JOINT TENANTS

2732 NORTH PAULINA STREET, CHICAGO IL 60614  
Loan Reference Number : 11340365/23/00908/FAM  
First American Order No: 39159501  
Identifier: f/FIRST AMERICAN LENDERS ADVANTAGE



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

Cook County Clerk's Office