

**Illinois Anti-Predatory  
Lending Database  
Program**

**Certificate of Exemption**

Property of Cook County Clerk's Office

**The property identified as:** PIN: 24-10-215-033-0000

**Address:**

**Street:** 9704 South Tripp Ave

**Street line 2:**

**City:** Oak Lawn

**State:** IL

**ZIP Code:** 60453

**Lender:** Fifth Third Bank

**Borrower:** RAYMOND T KELLY AS TRUSTEE OF A TRUST DATED 10/01/96 AND KNOWN AS TRUST NO 1.

**Loan / Mortgage Amount:** \$77,000.00

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:** 5B20A065-5B47-4A7C-BC6B-902129AF7AE0

**Execution date:** 11/19/2008

**UNOFFICIAL COPY**

Return to:

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

This instrument was prepared by:

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



Loan Number: XXXXXX5608++

**39223288****Mortgage Modification Document**

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this November 19, 2008 between RAYMOND T KELLY AS TRUSTEE OF A TRUST DATED 10/01/96 AND KNOWN ~~WN~~ AS TRUST NO 1.

Whose address is: 9704 S TRIPP AV , OAK LAWN, IL, 60453-0000 ("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 8-28-2007 and recorded in the Book or Liber N/A at page(s) N/A, or with instrument number 0021180270 of the Public Records of COOK County, which covers the real and personal property located at:

9704 S TRIPP AVE OAK LAWN, IL 60453-0000

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 \$ 77,000.00

**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.

# UNOFFICIAL COPY

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED November 19, 2008 .

Signed, sealed and delivered in the presence of:

Raymond T. Kelly (Seal)  
RAYMOND T. KELLY Trustee

Witness \_\_\_\_\_

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

Witness \_\_\_\_\_

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

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

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

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

FIFTH THIRD BANK

Signed, sealed and delivered in the presence of:

Donna Dunn PB (Seal)

Authorized Signer - Title

Donna Dunn

Witness \_\_\_\_\_

Witness \_\_\_\_\_

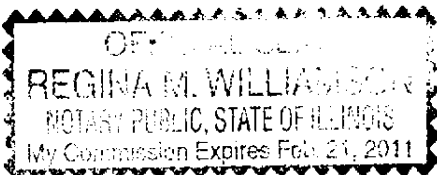
STATE OF ILLINOIS  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this November 19, 2008 by Donna Dunn Personal Banker  
of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION

(Title)

and who is personally known to me.

(Seal)



Regina M. Williamson  
Notary Public

Regina M. Williamson  
Typed, Printed or Stamped Name

# UNOFFICIAL COPY

[Space Below This Line For Notary Acknowledgment]

STATE OF ILLINOIS,

County ss: *Cook*

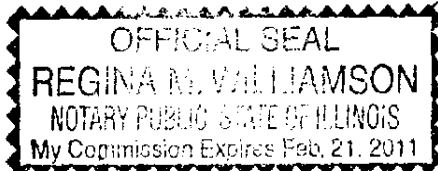
I, *Regina M Williamson* a Notary Public in and for said county and state do hereby certify that

RAYMOND T KELLY AS TRUSTEE OF A TRUST DATED 10/01/96 AND KNOWN  
~~W~~ AS TRUST NO 1.

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 *9th* DAY OF November, 2008,

My Comission Expires: *2/21/11*



*Regina M Williamson*  
Notary Public  
*Regina M. Williamson*

MMC1 (11/07)

**UNOFFICIAL COPY****EXHIBIT A**

SITUATED IN THE VILLAGE OF OAK LAWN, IN THE COUNTY OF COOK AND STATE OF ILLINOIS TO WIT: LOT 2 (EXCEPT THE NORTH 20 FEET THEREOF) AND THE NORTH 30 FEET OF LOT 3 IN BLOCK 11 IN CHARLES V. MCERLEANS SECTION 95TH STREET SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID NORTHEAST 1/4) IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 24-10-215-033-0000  
 RAYMOND T KELLY AS TRUSTEE OF A TRUST DATED 10/01/96 AND KNOWN AS TRUST NO 1.

9704 SOUTH TRIPP AVENUE, OAK LAWN IL 60453  
 Loan Reference Number : 11376201/23/02511/FAM  
 First American Order No: 39223288  
 Identifier: FIRST AMERICAN EQUITY LOAN SERVICES

 **KELLY**  
**39223288**

IL

**FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT**



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

Office