

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

39558339

The property identified as: **PIN:** 19-34-429-020-0000

Address:

Street: 8613 S. Kedvale Ave.

Street line 2:

City: Chicago

State: IL

ZIP Code: 60652

Lender: Fifth Third Bank

Borrower: Joseph C. Baglieri, a/k/a Joseph Baglieri and Carmelo Baglieri

Loan / Mortgage Amount: \$90,600.00

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: 4815C4D7-57A9-41BE-9F54-8C8E9492E16A



Execution date: 01/05/2009

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:

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



Loan Number: XXXXXX6266 ++

Mortgage Modification Document*39558339*

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this January 5, 2009 between
 JOSEPH C. BAGLIERI, A MARRIED MAN AND CARMELO BAGLIERI, A
 SINGLE MAN

**AKA Joseph Baglieri*

Whose address is: 8613 S KEDVALE AV , CHICAGO, IL, 60652-0000
 ("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust,
 or Deed to Secure Debt (the "Security Instrument"), dated *1-13-2003* and recorded in the Book or Liber *NA*
 at page(s) *NA*, or with instrument number *0030285795* of the Public Records of COOK County,
 which covers the real and personal property located at:

8613 S KEDVALE AVE CHICAGO, IL 60652-0000

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 \$ 90,600.00

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 January 5, 2009

Signed, sealed and delivered in the presence of:

[Signature] James Zika
Witness

[Signature] Sherry L. Brown
Witness

[Signature] (Seal)
JOSEPH C. BAGLIERI AKA Joseph Baglieri

[Signature] (Seal)
CARMELO BAGLIERI

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

FIFTH THIRD BANK

Signed, sealed and delivered in the presence of:

[Signature] James Zika
Witness

[Signature] Sherry L. Brown
Witness

[Signature] ACM (Seal)
Authorized Signer - Title
Maribel D. Guerrero
Assistant Center Manager

STATE OF ILLINOIS
COUNTY OF COOK
The foregoing instrument was acknowledged before me this January 5, 2009
of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION

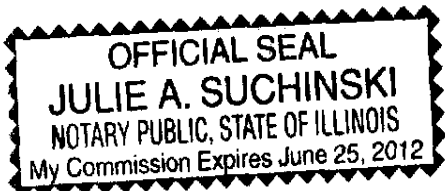
[Signature] ACM
by [Signature] (Title)

and who is personally known to me.

(Seal)

[Signature]
Notary Public

[Signature]
Typed, Printed or Stamped Name



UNOFFICIAL COPY

[Space Below This Line For Notary Acknowledgment]

STATE OF ILLINOIS,

County ss: *Cook*

I, *Julia Suchinski* a Notary Public in and for said county and state do hereby certify that

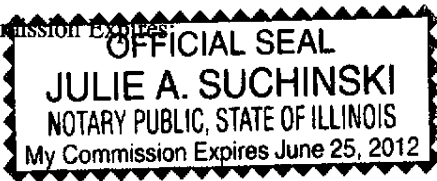
JOSEPH C. BAGLIERI, ^{*}A MARRIED MAN AND CARMELO BAGLIERI, A SINGLE MAN

& AKA Joseph Baglieri

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 5th DAY OF January, 2009,

My Commission Expires



Julie A. Suchinski
Notary Public
Julie A. Suchinski

MMC1 (11/07)

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK, AND STATE OF ILLINOIS:

LOT 15 (EXCEPT THE SOUTH 80 FEET THEREOF) IN BLOCK 14 IN
 FREDERICK H. BARTLETT'S CITY OF CHICAGO A SUBDIVISION OF PART
 OF LOTS 2 AND 3 IN ASSESSORS SUBDIVISION OF SECTION 34,
 TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
 MERIDIAN (EXCEPT THAT PART OF THE EAST 129 FEET OF THE WEST
 HALF OF THE SOUTH WEST QUARTER OF SECTION 34 AS LIES IN SAID
 LOT 3 AND EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS

Permanent Parcel Number: 19-34-429-020-0000
 JOSEPH C. BAGLIERI AND CARMELIO BAGLIERI,
 NOT AS TENANTS IN COMMON, BUT AS JOINT TENANTS

8613 SOUTH KEDVALE AVENUE, CHICAGO IL 60652-0000
 Loan Reference Number : 11561660/23/02515/FAM
 First American Order No: 39558339
 Identifier: L/FIRST AMERICAN EQUITY LOAN SERVICES

 **BAGLIERI**
39558339

IL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



Return To:

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

County Clerk's Office