

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 13-08-318-056-0000

Address:

Street: 4906 N. Merrimac Ave.

Street line 2:

City: Chicago

State: IL

ZIP Code: 60630

Lender: Fifth Third Bank

Borrower: Stephen B. Nearbin and Debra T. Nearbin

Loan / Mortgage Amount: \$52,000.00

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: CE7211E3-6F98-48C5-9493-39A6E62D5502

Execution date: 01/27/2009

UNOFFICIAL COPYReturn to: Deb Nelson

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

This instrument was prepared by:

Cindy Offringa

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



Loan Number: XXXXXX7727 + -

Mortgage Modification Document

39720897

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this January 27, 2009 between
 STEPHEN B NEARBIN AND DEBRA T NEARBIN
 HUSBAND AND WIFE

Whose address is: 4906 N MERRIMAC, CHICAGO, IL, 60630-0000.

("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust,
 or Deed to Secure Debt (the "Security Instrument"), dated 7-16-2009 and recorded in the Book or Liber NA
 at page(s) NA, or with instrument number 0522716003 of the Public Records of COOK County,
 which covers the real and personal property located at:

4906 N MERRIMAC AVE CHICAGO, IL 60630-0000

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 \$ 52,000.00

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 January 27, 2009

Signed, sealed and delivered in the presence of:

Stephen B. Nearbin (Seal)
STEPHEN B NEARBIN

Witness _____

Debra T. Nearbin (Seal)
DEBRA T NEARBIN

Witness _____

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

FIFTH THIRD BANK

Signed, sealed and delivered in the presence of:

Steven LaFalce (Seal)
Personal Banker
Authorized Signer - Title

Steven LaFalce

Witness DANIEL KIM

Witness _____

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this January 27, 2009 by Steven LaFalce, Personal Banker
of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION (Title)

and who is personally known to me.

John Lee
Notary Public

(Seal)

John Lee
Typed, Printed or Stamped Name



UNOFFICIAL COPY

[Space Below This Line For Notary Acknowledgment]

STATE OF ILLINOIS,

County ss: *Cook*

I, *John Lee*

a Notary Public in and for said county and state do hereby certify that

STEPHEN B NEARBIN AND DEBRA T NEARBIN
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 *27*th DAY OF January, 2009,

My Commission Expires:



[Signature]
Notary Public
John Lee

MMC1 (11/07)

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EXHIBIT A

ALL INTEREST IN THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT: LOT 13 IN GRUNDER'S SUBDIVISION OF LOTS 31 TO 54 AND LOT 57 TO 80, BOTH INCLUSIVE, IN BLOCK 1 AND LOTS 64 TO 77, INCLUSIVE, IN BLOCK 2 IN CONDON O'HARE AND WALKER'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 40, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 7 FEET OF LOTS 54 AND 57 IN BLOCK 1 AFORESAID), IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 13-08-318-056-0000

DEBRA TECHMER NEARBIN AND STEPHEN B. NEARBIN, WIFE AND HUSBAND, AS JOINT TENANTS

4906 NORTH MERRIMAC AVENUE, CHICAGO IL 60630-000

Loan Reference Number : 11670910/23/01103/FAM

First American Order No: 39720897

Identifier: L/FIRST AMERICAN EQUITY LOAN SERVICES

 NEARBIN
39720897

IL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



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

Office