

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

This instument was prepared by:

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



40197181

**M**⊲rtgage Modification Document

\*THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this April 9, 2009 JAMES WILLIAM SULLIVAN LIVING TRUST DATED JULY 29, 2005 AND

between

LADONNA J. BUEHLER REVOCABLE TRUST DATED NOVEMBER 19,1999

\* James William Sullivan, Trustee of the

\*\* LaDonna J. Buehler, a/k/a LaDonna Buehler, Trustee of the

Whose address is: 1400 W RUE PARIS PL, INVERNESS, IL, 60007-0000.

("Grantor") and FIFTH THIRD BANK

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust,

or Deed to Secure Debt (the "Security Instrument"), dated  $\frac{2-6-200}{3}$  and recorded in the Book or Liber at page(s)  $\frac{1}{2}$ , or with instrument number  $\frac{0905108013}{3}$  of the Fubic Records of  $\frac{000}{3}$ 

which covers the real and personal property located at:

1400 W RUE PARIS INVERNESS, IL 60067-0000

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.

0911357085 Page: 2 of 4

## **UNOFFICIAL CO**

[Space Below This Line For Notary Acknowledgment]

STATE OF ILLINOIS.

County ss:

1, 2 peterson

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

\* JAMES WILLIAM SU'LL AN LIVING TRUST DATED JULY 29, 2005 AND LADONNA J. BUEHLER XFVOCABLE TRUST DATED NOVEMBER 19,1999

- \* James William Sullivan, Trustee of the
- \*\* LaDonna J. Buehler, 2/k/a LaDonna Buehler, Trustee of the

personally known to me to be the same persor(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 April, 2009,

My Comission Expires:

Sept. 24, 2009

OFFICIAL SEAL **E PETERSON** Notary Public - State of Illinois My Commission Expires Sep 24, 2009

No cary Public E. Peten Sm 750/100

0911357085 Page: 3 of 4

## UNOFFICIAL COPY

March color did the control of	Co. 11.00 . 1.00	
igned, sealed and delivered in the presence of:	AMES WILLIAM SULLIVAN, TRUSTEE	(Seal)
	William Sullivar Living Tr	ust dtd 7/29/05
Witness	Sahlonne Yuehler	(Seal)
	LADONNA J. BUEHLER, TRUSTEE of	
	Buehler Revocable Trust dte	
Witness	a/k/a LaDonna Buehler	(Seal)
0		(Seal)
		(36di)
4		(Seat)
0.5		
		(Seal)
	0	
Cianad analad and definered in the pressure of	FIFTH THIRD BANK	
Signed, sealed and delivered in the presence of:	TOAC	<i>t</i>
	Whenham A Wieles	Grining (Seal)
	Authorized Signer - Title	1 m walkers
Witness	J'eshance Wickens	Supervisors
	1/1 2.	f
	_	
Witness	(')	
	0.	
TATE OF ILLINOIS		
	e this April 9, 2009 by Stephanic U	Makeus .
COOK	$\sim$ 1 d and $\sim$ 2 d $\sim$ 10 d	
	this April 9, 2009 by	, Superviso
OUNTY OF COOK he foregoing instrument was acknowledged before med fifth third bank, a michigan banking corporation		
he foregoing instrument was acknowledged before me		(Title)
he foregoing instrument was acknowledged before me fFIFTH THIRD BANK, A MICHIGAN BANKING CORPORATIO	I fly	
he foregoing instrument was acknowledged before me for the foregoing instrument was acknowledged before me for the foregoing instrument was acknowledged before me for the foregoing in the foreg		
he foregoing instrument was acknowledged before me for the foregoing instrument was acknowledged before me for the foregoing instrument was acknowledged before me for the foregoing in the foreg	Notary Public	
he foregoing instrument was acknowledged before me f FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION who is personally known to me.	Notary Public  E. Perenson	
he foregoing instrument was acknowledged before me for the foregoing instrument was acknowledged before me for the foregoing instrument was acknowledged before me for the foregoing in the foreg	Notary Public	

0911357085 Page: 4 of 4

## UNOFFICIAL COPY

## EXHIBIT A

SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT: UNIT 23, BEING ALL OF LOT 7, EXCEPT THE WESTERLY 89.50 FEET THEREOF, IN MAISON DU COMTE OF INVERNESS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED NOVEMBER 18, 2005 AS DOCUMENT NUMBER 0532219053, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 02-28-301-064-0000 JAMES WILLIAM SULLIVAN LIVING TRUST DATED JULY 29, 2005 AND LADONNA J. BUEHLER REVOCABLE TRUS! DATED NOVEMBER 19,1999

1400 WEST RUE PARIS PLACE, PAIATINE IL 60067 Loan Reference Number : 11981968/23/02546/FAM First American Order No: 40197131 Identifier: L/FIRST AMERICAN EQUIT: LOAN SERVICES Clart's Office

40197181

IL

FIRST AMERICAN ELS MODIFICATION AGREEMENT 10 R & HI 100 LOD (100 RANGE) BETTE 100 (100 DE 100 LEVAN E 100 DE 1

WHEN RECORDED, RETURN TO: EQUITY LOAN SERVICES, INC. 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING - TEAM 2 Accommodation Recording Per Client Request