

Return to:

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

This instrument was prepared by: *Cheryl Perry*
FIFTH THIRD BANK (WESTERN MICHIGAN)

1850 EAST PARIS GRAND RAPIDS, MI 49546



Loan Number: XXXXXX7236

Mortgage Modification Document

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this July 21, 2009 between
JOHN B RUSNAK AND LAURA M RUSNAK,
HUSBAND AND WIFE

40889780
(5)

Whose address is: 10400 S KOLMAR 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 *5-6-2003* and recorded in the Book or Liber *NA*
at page(s) *NA*, or with instrument number *0327446179* of the Public Records of COOK County,
which covers the real and personal property located at:

10400 S KOLMAR 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 \$ 46,000.00

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 July 21, 2009

Signed, sealed and delivered in the presence of:

Charles Fedor
Witness CHARLES FEDOR

John B Rusnak (Seal)
JOHN B RUSNAK

Laura M Rusnak (Seal)
LAURA M RUSNAK

Sharon Lee Suchsland
Witness SHARON LEE SUCHSLAND

(Seal)

(Seal)

(Seal)

Signed, sealed and delivered in the presence of:

Charles Fedor
Witness CHARLES FEDOR

Charles Fedor V.P. (Seal)
Authorized Signer - Title
Charles Fedor V.P.

Sharon Lee Suchsland
Witness SHARON LEE SUCHSLAND

STATE OF ILLINOIS
COUNTY OF COOK
The foregoing instrument was acknowledged before me this July 21, 2009 of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION

Charles Fedor V.P.
Personal Banker
(Title)

and who is personally known to me.

(Seal)



Danielle Pernice
Notary Public
Danielle Pernice
Typed, Printed or Stamped Name

UNOFFICIAL COPY

[Space Below This Line For Notary Acknowledgment]

STATE OF ILLINOIS,

COOK

County ss:

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

JOHN B RUSNAK AND LAURA M RUSNAK,
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 21st DAY OF July, 2009,

My Commission Expires:



Danielle Pernice
Notary Public
Danielle Pernice

MMCI (11/07)

UNOFFICIAL COPY



EXHIBIT A

SITUATED IN COOK COUNTY, ILLINOIS:

LOT 10 IN KAMINSKI'S SECOND ADDITION TO OAK LAWN, BEING A SUBDIVISION OF THE EAST HALF OF LOT 13 IN LONGWOOD ACRES, BEING A SUBDIVISION IN SECTION 15, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 24-15-128-010-0000
JOHN B. RUSNAK AND LAURA M. RUSNAK, HIS WIFE NOT AS TENANTS IN COMMON BUT AS JOINT TENANTS

10400 SOUTH KOLMAR AVENUE, OAK LAWN IL 60453
Loan Reference Number : 12308919/23/02515/FAM
First American Order No: 40889780
Identifier: FIRST AMERICAN EQUITY LOAN SERVICES

 RUSNAK
40889780
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


IL

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

COOK'S Office