Doc#. 0923308061 fee: \$54.00

Date: 082172009 08:09 AM Pg: 1 of 5

County Recorder of Deeds

\*RHSP FEE \$10.00 Applied —————

Illinois Anti-Predatory **Lending Database Program** 

Certificate of Exemption

Report Mortgage Exaud 800-532-8785

The property identified as:

PIN: 25-01-229-003-0000

40947927 6

Address:

Street:

9009 S. LUELLA

Street line 2:

City: Chicago

**ZIP Code: 60617** 

Lender:

Fifth Third

Borrower: FREDERICK MCKELPHIN AND CYNTHIA D. MCKELPHIN, HUSBAND AND WIFE

Loan / Mortgage Amount: \$24,000.00

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: 3E232548-130A-4607-AFDE-DAF319D82864

Execution date: 08/11/2009

0923308061 Page: 2 of 5

### **UNOFFICIAL COPY**



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

This instument was prepared by: OWNDER CONG FIFTH THIRD BANK (WESTERN MICHIGAN) 1850 EAST PARIS GRAND RAPIDS, MI 49546



XXXXXX660/

#### Mortgage Modification Document

THIS MORTGAGE MODIFICATION AGREEMENT MODIFICATION"), made this August 11, 2009 between FREDERICK MCKELPHIN AND CYNTHIA D MCKELPHIN, **HUSBAND AND WIFE** 

40947927

Whose address is: 9009 S LUELLA AV, CHICAGO, IL, 60617-0000.

("Grantor") and FIFTH THIRD BANK

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

10/4's

or Deed to Secure Debt (the "Security Instrument"), dated 7-25-2007 and recorded in the Book or Liber at page(s) 14, or with instrument number 0821908248 of the Public Records of COOK

which covers the real and personal property located at:

9009 S. LUELLA CHICAGO, IL 60617-0000

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 Inotwithstanding 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 \$ 24,000.00

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.

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# **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

OFFICIAL SEAL
RHONDA WHITE
Notary Public - State of Illinois
Notary Commission Evaluate May 2 2012

0923308061 Page: 4 of 5

## **UNOFFICIAL COPY**

elow This Line For Notary Acknowledgment]
County ss: COOK
otary Public in and for said county and state do hereby certify that
A D. MCKELPHIN,
(s) whose name(s) subscribed to the foregoing instrument, appeared before me this they signed and delivered the said instrument as his/her/their free and voluntary act,
al, this 11th DAY OF August, 2009,
Mode White
Notary Public

0923308061 Page: 5 of 5

(Fage 2 of 3)

## **UNOFFICIAL COPY**

#### EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 38 IN BIOCK 1 IN KROEBER AND FULLEM'S SECOND ADDITION TO SOUTH SHORE GARDENS, BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 25-01-229-003-0000 FREDERICK MCKELPHIN, MAIRLED TO CYNTHIA D. MCKELPHIN

9009 SOUTH LUELLA AVENUE, CHICAGO IL 60617 Loan Reference Number : 12449416/23/01563/FAM First American Order No: 40947927

Identifier: L/FIRST AMERICAN EQUITY LOAN SERVICES

IL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

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