

**Illinois Anti-Predatory
Lending Database
Program**

Certificate of Exemption

**Report Mortgage Fraud
800-532-8785**

The property identified as: **PIN: 05-33-408-030-0000**

Address:

Street: 105 15TH ST

Street line 2:

City: WILMETTE

State: IL

ZIP Code: 60091

Lender: FIFTH THIRD BANK

Borrower: NEAL COHEN AND MEREDITH COHEN, HUSBAND AND WIFE

Loan / Mortgage Amount: \$140,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

Certificate number: F6934781-991B-48AB-845D-38E80372663D

Execution date: 09/09/2009

UNOFFICIAL COPY

~~Return to:~~ *Mary Meek*

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: XXXXXX8818++

Mortgage Modification Document

41087658°

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this September 9, 2009 between NEAL COHEN AND MEREDITH COHEN, HUSBAND AND WIFE

Whose address is: 105 15TH ST , WILMETTE, IL, 60091-0000 . ("Grantor") and FIFTH THIRD BANK ("Lender"), amended and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated *7-24-2009* and recorded in the Book or Liber *NA* at page(s) *NA*, or with instrument number *0923308063* of the Public Records of COOK County, which covers the real and personal property located at:

105 15TH ST WILMETTE, IL 60091-0000

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 \$ 140,000.00

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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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED September 9, 2009 .

Signed, sealed and delivered in the presence of:

Neal Cohen (Seal)
NEAL COHEN

Witness

Meredith Cohen (Seal)
MEREDITH COHEN

Witness

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

FIFTH THIRD BANK

Signed, sealed and delivered in the presence of:

Judy Neal mgr (Seal)
Authorized Signer - Title

Witness

Judy Neal, Manager

Witness

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this September 9, 2009 by *Judy Neal mgr* of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION

Judy Neal mgr
Title

and who is personally known to me.

(Seal)

Nicole M. Kaeding
Notary Public

Nicole M. Kaeding
Typed, Printed or Stamped Name



UNOFFICIAL COPY

[Space Below This Line For Notary Acknowledgment]

STATE OF ILLINOIS,

Cook

County ss:

I, *Nicole M. Kaeding* a Notary Public in and for said county and state do hereby certify that

NEAL COHEN AND MEE EDITH COHEN, 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 3rd DAY OF September, 2009,

My Commission Expires: *06/18/2013*



Nicole M. Kaeding
Notary Public

MMC1 (11/07)

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:



LOTS 13 AND 14 IN BLOCK 3 IN BAUER'S ADDITION, A SUBDIVISION OF PARTS OF LOTS 1 AND 2 IN COUNTY CLERK'S DIVISION OF FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 05-33-408-030-0000
NEAL COHEN AND MEREDITH COHEN, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY AND NOT AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, NOR AS TENANTS IN COMMON

105 15TH STREET, WILMETTE IL 60091
Loan Reference Number : 12675541/23/02844/FAM
First American Order No: 41087658
Identifier: FIRST AMERICAN EQUITY LOAN SERVICES



When Recorded, Return to:
First American Equity Loan Services
1100 Superior Avenue, Suite 200
Cleveland, OHIO 44114

 COHEN
41087658
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


IL



WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request