MORTGAGE Miditication Decument

(Title of Document)

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12-36-326-019-WD

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Return to:

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

This instument was prepared by: navy meek

FIFTH THIRD BANK (WESTERN MICHIGAN)

1850 EAST PARIS GRAND RAPIDS, MI 49546



Loan Number: XXXXX

ivlortgage Modification Document

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this November 7, 2009 between THOMAS RYAN, A SINGLE MAN AND MICHAEL J VAN BELLE, A SINGLE MAN

41346384

Whose address is: 1618 N 77TH CT, ELMWOOD PARK, IL, 607/37-9000.

("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 3-21-2008, and recorded in the Book or Liber at page(s) 1/4, or with instrument number 0809404115 of the Public Records of COOK County, which covers the real and personal property located at:

1618 N 77TH CT ELMWOOD PARK, IL 60707-0000

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 \$ 130,000.00

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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Witness Witness Witness Signed, sealed and delivered in the presence of: Signed, sealed and delivered in the presence of: Witness Signed, sealed and delivered in the presence of: Witness Witness STATE OF ILLINOIS COUNTY OF COOK The foregoing instrument was acknowledged before me this November 7, 2009 of FIFTH THIRD BANK, AN OHIO BANKING CORPORATION ANOMARY SEAL OF FIFTH THIRD BANK, AN OHIO BANKING CORPORATION ANOMARY SEAL OF FIFTH THIRD BANK, AN OHIO BANKING CORPORATION OFFICIAL SEAL CARLOS SALATAR OFFICIAL SEAL NOTATY Public	GRANTOR ACKNOWLEDGES HAVING READ GRANTOR AGREES TO ITS TERMS. THIS MO	ALL THE PROVISIONS OF THIS MODIFICATION AND ODIFICATION IS DATED. November 7, 2009
Witness (See (Se	Signed, sealed and delivered in the presence	
Signed, sealed and delivered in the presence of: Witness STATE OF ILLINOIS COUNTY OF COOK The foregoing instrument was acknowledged before me this November 7, 2009 of FIFTH THIRD BANK, AN OHIO BANKING CORPORATION OFFICIAL SEAL CARLOS SALAZAR Notary Public Notary Public	Witness	Michael J Van Belle (Seal)
Signed, sealed and delivered in the presence of: Witness STATE OF ILLINOIS COUNTY OF COOK The foregoing instrument was acknowledged before me this November 7, 2009 of FIFTH THIRD BANK, AN OHIO BANKING CORPORATION OFFICIAL SEAL CARLOS SALAZAR Notary Public Notary Public	Witness	(Seal)
Signed, sealed and delivered in the presence of: Witness STATE OF ILLINOIS COUNTY OF COOK The foregoing instrument was acknowledged before me this November 7, 2009 of FIFTH THIRD BANK, AN OHIO BANKING CORPORATION OFFICIAL SEAL CARLOS SALAZAR Notary Public Notary Public	9000	(Seal)
Signed, sealed and delivered in the presence of: Witness STATE OF ILLINOIS COUNTY OF COOK The foregoing instrument was acknowledged before me this November 7, 2009 of FIFTH THIRD BANK, AN OHIO BANKING CORPORATION OFFICIAL SEAL CARLOS SALAZAR Notary Public Notary Public	Dog.	(Seal)
Signed, sealed and delivered in the presence of: Multiplicative (See Authorized Signer - Title Some Authorized Signer - Title Some Banker (See Authorized	Co	(Seal)
STATE OF ILLINOIS COUNTY OF COOK The foregoing instrument was acknowledged before me this November 7, 2009 by JOHN ANORADE PROMAL BANG OF FIFTH THIRD BANK, AN OHIO BANKING CORPORATION OFFICIAL SEAL CARLOS SALAZAR Notary Public	= '	Ada Marchander 1800
and who is personally known to me. OFFICIAL SEAL CARLOS SALAZAR Notary Public	Witness	John Andrade, Personal Banker
and who is personally known to me. OFFICIAL SEAL CARLOS SALAZAR Notary Public	Witness	
and who is personally known to me. OFFICIAL SEAL CARLOS SALAZAR Notary Public	COUNTY OF COOK The foregoing instrument was acknowledged before me this November 7, 2009	by JOHN ANORADE, PERSONAL BANKER
CARLOS SALAZAR		· Co
My Commission Expires Jun 16 2013	OFFICIAL SEAL (Seal CARLOS SALAZAR Notary Public - State of Illinois My Commission Expires Jun 16, 2013	Notary Public CALLOS SALAZAR Typed, Printed or Stamped Name

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[Space Below This Line For Notary Acknowledgment]
STATE OF ILLINOIS, COUNTY ss:
I, $Car(65 \le a(4.24)^{\circ}$ a Notary Public in and for said county and state do hereby certify that
THOMAS RYAN, A SINGLE MAN AND MICHAEL J VAN BELLE À SINGLE MAN
personally known to me to be the same pers m(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 the DAY OF November, 2009,
OFFICIAL SEAL CARLOS SALAZAR Notary Public - State of Illinois My Commission Expires Jun 16, 2013 Total y Public CARLOS SALAZAR Notary Public CARLOS SALAZAR SALAZAR Notary Public CARLOS SALAZAR SALAZAR Notary Public CARLOS SALAZAR SALAZAR

MMC1 (11/07)

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS, TO WIT:

THE SOUTH 2 FEET OF LOT 8 AND ALL OF LOT 9 AND 10 (EXCEPT THE SOUTH 22 FFFT THEREOF) IN BLOCK 13 IN MILLS AND SONS 3RD ADDITION TO GREEN FIELDS A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT NORTH 174 FEET AND SOUTH 191 FEET) OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 12-36-326-019-0000 THOMAS RYAN AND MICHAEL J VAN BELLE, NOT AS TENANTS IN COMMON BUT AS JOINT TENAN'S

1618 NORTH 77TH COURT, ELMWOOD PARK IL 60707 Loan Reference Number: 12824247/23/23317/FAM

First American Order No: 41346381

Identifier: L/FIRST AMERICAN EQUITY 10AN SERVICES Clary's Office

THE VANBELLE 41346384

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FIRST AMERICAN ELS MODIFICATION AGREEMENT

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