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Doc# 0923257079 fee: \$54.00
Date: 08/20/2009 03:34 AM Pg: 1 of 5
Cook County Recorder of Deeds
*RHSP FEE \$10.00 Applied

Return To:
Equity Loan Services, Inc
1100 Superior Avenue, Suite 200
Cleveland, OH 44114
National Recording-Team 2

[SPACE ABOVE THIS LINE FOR RECORDING]

40920905 ⑤

TITLE(S) OF DOCUMENT: MORTGAGE MODIFICATION DOCUMENT

DATE OF DOCUMENT: AUGUST 5,, 2009

GRANTOR(S): RUBEN GARCIA, SINGLE

GRANTOR'S ADDRESS : 4201 SOUTH FAIRFIELD AVE
CHICAGO, IL 60632

GRANTEE: FIFTH THIRD BANK

GRANTEES ADDRESS: 1850 EAST PARIS
GRAND RAPIDS, MI 49546

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FIFTH THIRD BANK (WESTERN MICHIGAN)
 ATTN: 1MOB1R EQUITY LENDING DEPARTMENT
 1850 EAST PARIS GRAND RAPIDS, MI 49546

This instrument was prepared by:

Amber Loney

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



Loan Number: XXXXXX2855++

Mortgage Modification Document

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this August 5, 2009 between
 RUBEN GARCIA, SINGLE

Whose address is: 4201 S FAIRFIELD AV , CHICAGO, IL, 60632-0000 .

("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust,
 or Deed to Secure Debt (the "Security Instrument"), dated 6-20-2003 and recorded in the Book or Liber N/A
 at page(s) N/A, or with instrument number 0323 011 010 of the Public Records of COOK County,
 which covers the real and personal property located at:

4201 S FAIRFIELD AVE CHICAGO, IL 60632-0000

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 \$ 136,000.00

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 August 5, 2009

Signed, sealed and delivered in the presence of:

Ruben Garcia (Seal)
RUBEN GARCIA

Ed Rojas Ed Rojas
Witness

_____ (Seal)

Juana Reyes Juana Reyes
Witness

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

FIFTH THIRD BANK

Signed, sealed and delivered in the presence of:

Ed Rojas Ed Rojas

Norma Guzman PB (Seal)
Authorized Signer - Title

Witness

Norma Guzman

Witness

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this August 5, 2009

by *Norma I. Guzman* *Personal Banker*
(Title)

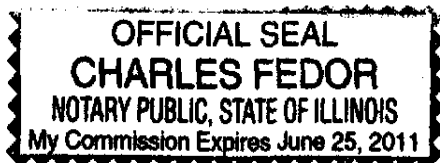
of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION

and who is personally known to me.

(Seal)

[Signature]
Notary Public

Charles Fedor
Typed, Printed or Stamped Name



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[Space Below This Line For Notary Acknowledgment]

STATE OF ILLINOIS,

County ss: *Cook*

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

RUBEN GARCIA, SINGLE

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 5th DAY OF August, 2009,

My Comission Expires:

June 25, 2011



Notary Public

[Handwritten Signature]

MMC1 (11/07)

UNOFFICIAL COPY**EXHIBIT A**

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 1 IN BLOCK 3 IN THE SUBDIVISION OF THE NORTH 16 2/3 ACRES
OF THE SOUTH 25 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF
SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 19-01-217-001-0000
RUBEN GARCIA

4201 SOUTH FAIRFIELD AVENUE, CHICAGO IL 60632
Loan Reference Number : 17465216/23/01341/FAM
First American Order No: 40920905
Identifier: FIRST AMERICAN EQUITY LOAN SERVICES



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

 GARCIA
40920905

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FIRST AMERICAN ELS
MODIFICATION AGREEMENT

