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Return to:

FIFTH THIRD BANK (WESTERN MICHIGAN)
ATTN: IMOB1R EQUITY LENDING DEPARTMENT
1850 EAST PARIS GRAND RAPIDS, MI 49546



Doc#: 1035745018 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/23/2010 11:13 AM Pg: 1 of 3

This instrument was prepared by:

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



Loan Number: XXXXXX8646 +

Mortgage Modification Document

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this December 23, 2010 between RICHARD E. FLUCK A SINGLE PERSON

Whose address is: 331 S PEORIA ST APT/SUITE 506 , CHICAGO, IL, 60607-0000 .

("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated _____ and recorded in the Book or Liber _____ at page(s) _____, or with instrument number 0821311106 of the Public Records of COOK County, which covers the real and personal property located at:

331 S PEORIA ST APT 506 CHICAGO, IL 60607-0000

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 \$ 45,500.00

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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[Space Below This Line For Notary Acknowledgment]

STATE OF ILLINOIS,

County ss:

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

RICHARD E. FLUCK A SINGLE PERSON

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 23rd DAY OF December, 2010,

My Commission Expires:

William D. Minaghan
Notary Public



MMC1 (11/07)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED December 23, 2010 .

Signed, sealed and delivered in the presence of:

[Signature] (Seal)
RICHARD E. FLUCK

Witness _____ (Seal)

Witness _____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

FIFTH THIRD BANK

Signed, sealed and delivered in the presence of:

[Signature] (Seal)
Authorized Signer - Title

Witness

Witness

STATE OF ILLINOIS
COUNTY OF COOK
The foregoing instrument was acknowledged before me this December 23, 2010 of FIFTH THIRD BANK, AN OHIO BANKING CORPORATION

by *Kenneth Holliday* *LPBI*
(Title)

and who is personally known to me.

(Seal)

[Signature]
Notary Public

Typed, Printed or Stamped Name

