

Return to:

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

This instrument was prepared by: *David Simon*

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



Loan Number: XXXXXX9971++

Mortgage Modification Document

*4396842*

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this December 30, 2010 between JAMES TESTA AND TERRI L. RUDD,, HUSBAND AND WIFE

Whose address is: 2148 CLOVER , NORTHBROOK, IL, 60062-0000 .  
("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated *6-10-2010* and recorded in the Book or Liber *NA* at page(s) *NA*, or with instrument number *1017457001* of the Public Records of COOK County, which covers the real and personal property located at:

2148 CLOVER RD NORTHBROOK, IL 60062-0000

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 \$ 122,000.00

**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.

# UNOFFICIAL COPY

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED December 30, 2010 .

Signed, sealed and delivered in the presence of:

*[Signature]* (Seal)  
JAMES TESTA

Witness

*[Signature]* (Seal)  
TERRIL RUDD

Witness

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)

FIFTH THIRD BANK

Signed, sealed and delivered in the presence of:

*Maryl. Meek* (Seal)  
Authorized Signer - Title  
*Maryl. Meek, Title Ins. Spec II*

Witness

Witness

STATE OF ~~ILLINOIS~~ *Michigan*  
COUNTY OF ~~COOK~~ *Kent*  
The foregoing instrument was acknowledged before me this December 30, 2010 of FIFTH THIRD BANK, AN OHIO BANKING CORPORATION

by *Maryl. Meek* *Title Ins. Spec II*  
(Title)

and who is personally known to me.

**DEB NELSON**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF KENT  
MY COMMISSION EXPIRES 02/28/2013  
Acting in the County of *Kent*

*[Signature]*  
Notary Public

(Seal)

*Deb Nelson*  
Typed, Printed or Stamped Name

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[Space Below This Line For Notary Acknowledgment]

STATE OF ILLINOIS,

*COOK* County ss:

I, *Jose A. Toledo* a Notary Public in and for said county and state do hereby certify that

JAMES TESTA AND TERI L. RUDD, 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 30<sup>th</sup> DAY OF December, 2010,

My Commission Expires:  
*10/1/2011*



*[Handwritten Signature]*  
Notary Public  
*Jose A. Toledo*

MMC1 (11/07)

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

### EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 29 IN RAMSGATE SOUTH, BEING A SUBDIVISION IN THE  
SOUTHEAST 1/4 OF THE SECTION 17, TOWNSHIP 42 NORTH, RANGE 12,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

Permanent Parcel Number: 04-17-412-000-0000  
JAMES V. TESTA AND TERRI L. RUDD, NOT AS JOINT TENANTS, NOT  
AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY

2148 CLOVER ROAD, NORTHBROOK IL 60062  
Loan Reference Number : 13618566/23/01537/FAM  
First American Order No: 42165857  
Identifier: FIRST AMERICAN EQUITY LOAN SERVICES



WHEN RECORDED, RETURN TO: Services  
FIRST AMERICAN MORTGAGE SERVICES e 200  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING

TESTA  
43096842 IL  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



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