

Return to:

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

This instrument was prepared by: *Cheryl Perry*
FIFTH THIRD BANK (WESTERN MICHIGAN)
1850 EAST PARIS GRAND RAPIDS, MI 49546



Loan Number: XXXXXX6077

Mortgage Modification Document

44400869 ④

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this December 15, 2011 between VICTOR D QUINTANILLA AND MARY C MURPHY, HUSBAND AND WIFE

Whose address is: 1620 N ARTESIAN AV , CHICAGO, IL, 60647-0000 .
("Grantor") and FIFTH THIRD BANK ("Lender"), amend and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated *12-11-2009* and recorded in the Book or Liber *N/A* at page(s) *N/A* , or with instrument number *0935657371* of the Public Records of COOK County, which covers the real and personal property located at:

1620 N ARTESIAN AVE CHICAGO, IL 60647-0000
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 \$ 250,000.00

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 15, 2011 .

Signed, sealed and delivered in the presence of:

Victor D. Quintanilla (Seal)
VICTOR D. QUINTANILLA

Witness

Mary C. Murphy (Seal)
MARY C. MURPHY

Witness

(Seal)

(Seal)

(Seal)

(Seal)

Signed, sealed and delivered in the presence of:

Cheryl Perry - Proc
Debra L. Guisinger (Seal)
Authorized Signer - Title

Witness

Witness

STATE OF ILLINOIS
COUNTY OF COOK
The foregoing instrument was acknowledged
before me this December 15, 2011
of FIFTH THIRD BANK, AN OHIO BANKING CORPORATION

by *Cheryl Perry* *Proc*
Debra L. Guisinger *Not*
(Title)

and who is personally known to me.

(Seal)



Debra L. Guisinger
Notary Public

Debra L. Guisinger
Typed, Printed or Stamped Name

UNOFFICIAL COPY

[Space Below This Line For Notary Acknowledgment]

STATE OF ILLINOIS,

County ss: Cook

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

VICTOR D QUINTANILLA AND MARY C MURPHY, 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 15th DAY OF December, 2011,

My Commission Expires: Feb. 10, 2014



Debra L. Guisinger
 Notary Public Debra L. Guisinger

MMC1 (11/07)

UNOFFICIAL COPY

EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS: LOT 15
IN G.W. AND T.J. HIGGINS' SUBDIVISION OF THE WEST 1/2 OF
BLOCK 8 IN JOHNSON'S SUBDIVISION OF THE EAST 1/2 OF THE
SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PPN: 13-36-431-033-0000
VICTOR D QUINTANILLA AND MARY C MURPHY

1620 NORTH ARTESIAN AVENUE, CHICAGO IL 60647
Loan Reference Number : 16408404/23/02988/FAM
First American Order No: 44406869
Identifier: L/



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

 QUINTANILLA
44406869

IL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

