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Doc#: 1305610027 Fee: \$46.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/25/2013 02:30 PM Pg: 1 of 5

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 24-17-119-001-0000

Address:

Street: 10601 OXFORD AVE

Street line 2:

City: CHICAGO RIDGE

State: IL

ZIP Code: 60415

Lender: FIFTH THIRD BANK (WESTERN MICHIGAN)

Borrower: JANET A. DIAZ, NOT PERSONALLY BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE JANUARY 12, 2008, KNOWN AS THE ANTHONY AND JANET DIAZ TRUST DATED JANUARY 12, 2008

Loan / Mortgage Amount: \$78,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

S Y
P 5
S N
M N
SC Y
E Y
INT 9

Certificate number: BCBD3918-2B1A-4CCF-87DB-BD9C7EC5B10F

Execution date: 01/22/2013

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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:

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



Loan Number: XXXXXX394+++

Mortgage Modification Document

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this January 22, 2013 between JANET A. DIAZ, NOT PERSONALLY BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE JANUARY 12, 2008, KNOWN AS THE ANTHONY AND JANET DIAZ TRUST DATED JANUARY 12, 2008

Whose address is: 10601 OXFORD AV , CHICAGO RIDGE, IL, 60415-0000 .
 ("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 1-12-08 and recorded in the Book or Liber n/o at page(s) n/a , or with instrument number 1031257031 of the Public Records of COOK County, which covers the real and personal property located at:

10601 OXFORD AVE CHICAGO RIDGE, IL 60415-0000

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 \$ 78,000.00

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 January 22, 2013

Signed, sealed and delivered in the presence of:

Janet A. Diaz Trustee (Seal)
JANET A. DIAZ, TRUSTEE

Witness

Joanna Prokop

Anthony P. Diaz Trustee (Seal)
ANTHONY P. DIAZ, TRUSTEE

Witness

Kevin Pashakarnis

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

FIFTH THIRD BANK

Signed, sealed and delivered in the presence of:

Sandra J. Green (Seal)
Authorized Signer - Title
Customer Service Manager

Witness

Joanna Prokop

Witness

Kevin Pashakarnis

STATE OF ILLINOIS

COUNTY OF COOK

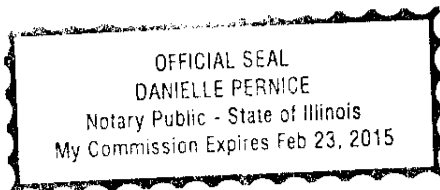
The foregoing instrument was acknowledged before me this January 22, 2013

of FIFTH THIRD BANK, AN OHIO BANKING CORPORATION

Sandra Green csm
by Danielle Pernice Personal Banker
(Title)

and who is personally known to me.

(Seal)



Danielle Pernice
Notary Public

Danielle Pernice
Typed, Printed or Stamped Name

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[Space Below This Line For Notary Acknowledgment]

STATE OF ILLINOIS,

County ss:

Cook

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

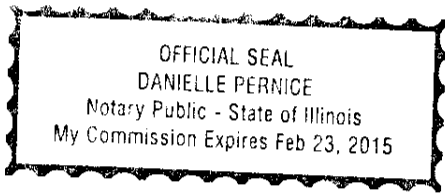
JANET A. DIAZ, NOT PERSONALLY BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE JANUARY 12, 2008, KNOWN AS THE ANTHONY AND JANET DIAZ TRUST DATED JANUARY 12, 2008

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 22nd DAY OF January, 2013,

My Commission Expires:

[Handwritten Signature]
Notary Public



MMC1 (11/07)

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EXHIBIT A



SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS:

LOTS 1 AND 2 AND THE NORTH 2 FEET OF LOT 3 IN BLOCK 6 IN CHICAGO RIDGE, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PPN: 24-17-119-001-0000
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10601 OXFORD AVENUE, CHICAGO RIDGE IL 60415
Loan Reference Number : 18962216/23/02515/FAM
First American Order No: 46162181
Identifier: L/



 DIAZ
46162181
FIRST AMERICAN ELS
MODIFICATION


IL

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

Office