

# UNOFFICIAL COPY



Doc#: 1020329078 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/22/2010 12:58 PM Pg: 1 of 7

USA 330102. 2 all aly

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Mtg Modification Agreement

Property of Cook County Clerk's Office

Box 334

70B

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Record and Return to:  
 Chase Home Finance, LLC  
 Legal Department/Attn: Priscilla Santana  
 4915 Independence Parkway, Floor 2  
 Tampa, Florida 33634

## MORTGAGE MODIFICATION AGREEMENT AND PARTIAL RELEASE

This Agreement made and entered into by and between Jacob Fenton and Amanda Fenton, Husband and Wife hereinafter referred to as "Mortgagors" and Mortgage Electronic Registration Systems, Inc., "MERS" which has an office located at 4915 Independence Parkway, Floor 2, Tampa, Florida 33634, hereinafter referred to as "Mortgagee;"

### WITNESSETH:

WHEREAS, Mortgagors Guaranteed Rate, Inc. as the Original Lender, on the 21<sup>st</sup> day of September, 2009, entered into a certain mortgage instrument (the "Mortgage") securing a note in the principal sum of Two Hundred Thirty Five Thousand and no/100 (\$235,000.00) (the "Note"), which Mortgage was recorded on October 1, 2009, Document # 0927405017 in the Cook County Recorder of Deeds, State of Illinois, in which Mortgage the lands securing said indebtedness were described as follows (the "Original Legal Description"), to-wit:

(Original legal description)  
 See Exhibit "A"

WHEREAS, Mortgagors wish to exchange the Parking Space (G2), to P32, and therefore amend the above legal description by substituting therefore the following legally described property (the "Revised Legal Description") and Mortgagors and Mortgagee have agreed to such amendments.

(Revised legal description)  
 See Exhibit "B"

NOW THEREFORE, in consideration of the premises, the mutual agreements contained herein, and with the express understanding that said Mortgage now held by Mortgagee is a valid, first and subsisting lien which will not be impaired by this modification, it is agreed between the parties hereto that the legal description of the land securing said Mortgage is amended from the Original Legal Description to the Revised Legal Description.

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In addition, the parties hereto agree to the following:

1. **Mortgagee hereby releases any property described in the Original Legal Description which is not described in the Revised Legal Description from the lien of the Mortgage.** The Mortgage will encumber the property described in the Revised Legal Description as if such property had originally been described in the Mortgage
2. Mortgagors hereby covenant, promise, agree, and reaffirm: a) to pay the Note at the times, in the manner, and in all respects as therein provided; (b) to perform each and all of the covenants, agreements, and obligations in said Mortgage to be performed by the Mortgagors therein, at the time, in the manner, and in all respects as therein provided; and to be bound by each and all of the terms and provisions of said Note and Mortgage.
3. This Agreement does not constitute the creation of a new debt nor the extinguishment of the debt evidenced by said Note, nor does it in any way affect or impair the lien of said Mortgage, which Mortgagors acknowledge to be a valid and existing first lien against the real property described in the Revised Legal Description as if such property had been originally described in the Mortgage and the lien of said Mortgage is agreed to continue in full force and effect, and the same shall so continue until fully satisfied.
4. Notwithstanding anything herein to the contrary, this Agreement shall not affect nor impair any representation in regard to any warranty of title heretofore made by the Mortgagors, all of which shall remain in force and inure to the benefit of the Mortgagee and any insurer of the title to the property described in the Revised Legal Description or the lien of the Mortgage thereon.
5. The word "Note" as used herein, shall be construed to mean note, bond, extension or modification agreement, or other instrument evidencing the indebtedness herein referred to, and to include such instrument whether originally made and delivered to the Mortgagee or assigned and/or endorsed to the Mortgagee; and the word "Mortgage" shall be construed to mean Mortgage, Deed of Trust, Loan deed, or other instrument securing the indebtedness herein referred to, and to include such instrument, whether originally made and delivered to the Mortgagee as mortgagee, or made and delivered to some other mortgagee and purchased by the Mortgagee and now owned by the Mortgagee by virtue of any assignment to it. The "Mortgagors" referred to herein may be an original maker of the Note or any person obligated thereon by endorsement, assumption of debt, or otherwise.

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- 6. Mortgagors shall pay all costs of the modification made hereby, to include without limitation, recording fees, as well as the cost of an endorsement to Mortgagee's policy of title insurance, insuring the continued first priority lien of the Mortgage subsequent to the recordation of this Agreement.

Except as hereby expressly modified, all the terms, covenants, conditions, and provisions of the hereinabove described Mortgage shall remain in full force and effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

**Beneficiary:**

**Mortgage Electronic Registration Systems,  
Inc., "MERS"**

**Attest**

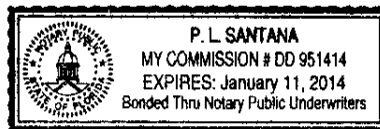
By *Mayra Rodriguez*  
**Mayra Rodriguez**  
**Asst. Secretary**

BY: *Charita A. Raganas*  
**Charita A. Raganas**  
**Asst. Secretary**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

On this 30<sup>th</sup> day of June, 2010, before me, personally appeared Charita A. Raganas as Assistant Secretary of Mortgage Electronic Registration Systems, Inc., "MERS", and executed this Mortgage Modification Agreement and Partial Release on behalf of such corporation. They are personally known to me.

*P. L. Santana*  
Notary Public: Priscilla L. Santana  
My Commission Expires: January 11, 2014



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"Mortgagors"

Witness:

U. Heenan

Print Name: \_\_\_\_\_

U. HEENAN HEIPPERD 1146202

Jacob Fenton

Jacob Fenton

Amanda Fenton

Amanda Fenton

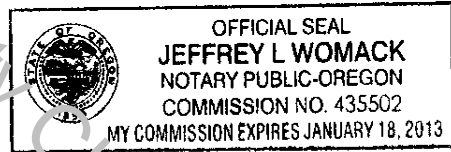
State of Illinois  
County of Cook

The foregoing instrument was acknowledged before me on this 12<sup>th</sup> day of July, 2010 by Jacob Fenton and Amanda Fenton.

J. L. Womack

Notary Public

My Commission Expires 1-18-2013



**UNOFFICIAL COPY**  
CHICAGO TITLE INSURANCE COMPANYCOMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 WSA330102 F1

## 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT G-2 IN THE ALTGELD COURT CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

A TRACT OF LAND COMPRISED OF A PART OF LOT 2 IN COUNTY CLERKS DIVISION OF BLOCK 43 IN SHEFFIELDS ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO COMPRISED OF LOTS 1 AND 2 OF ADOLPH KUECKEN'S ADDITION, BEING A RESUBDIVISION OF PART OF LOTS 3, 4 AND 13 IN COUNTY CLERKS DIVISION AFORESAID, ALSO A PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 91449106, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

14-29-315-097-10412

**EXHIBIT****A**

**UNOFFICIAL COPY**  
CHICAGO TITLE INSURANCE COMPANYCOMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 WSA330101 F1

## 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT P32 IN THE ALTGELD COURT CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

A TRACT OF LAND COMPRISED OF A PART OF LOT 2 IN COUNTY CLERKS DIVISION OF BLOCK 43 IN SHEFFIELDS ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHWEST 1 /4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO COMPRISED OF LOTS 1 AND 2 OF ADOLPH KUECKEN'S ADDITION, BEING A RESUBDIVISION OF PART OF LOTS 3, 4 AND 13 IN COUNTY CLERKS DIVISION AFORESAID, ALSO A PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 91449106 AND AS AMENDED BY DOCUMENT NUMBER 92712004, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

**EXHIBIT**

B