

# UNOFFICIAL COPY



1430450016

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RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/31/2014 11:45 AM Pg: 1 of 5

## MORTGAGE MODIFICATION AGREEMENT

This Modification Agreement is made as of the 20<sup>th</sup> day of October, 2014, by and among **ERIC W. FENTON and KRISTEN S. FENTON**, (the "Borrowers") and **CLIFTON FENTON and JUDITH FENTON** (the "Lender").

### WITNESSETH

WHEREAS, on October 10, 2011, the Borrowers and the Lender executed a Mortgage dated October 18, 2011 and recorder February 2, 2012 as Document number 1203316060 to secure a Note for real property commonly know as 1935 Sawyer, Unit 1 South, Chicago, Illinois and legally described as follows:

#### PARCEL 1:

**UNIT IS IN THE 1933-35 N. SAWYER CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:**

**LOT 19 AND LOT 20 (EXCEPT THE SOUTH 4.50 FEET) IN BLOCK 1 IN WINKELMAN'S RESUBDIVISION OF BLOCKS 1 AND 12 OF E SIMON'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0701109000; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENT, IN COOK COUNTY, ILLINOIS.**

#### PARCEL 2:

**THE EXCLUSIVE RIGHT TO THE USE OF P2 LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE**

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## DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0701109000.

Permanent Index Number 13-35-405-053-1002

WHEREAS, the Note secured by the Mortgage has a balloon payment date of November 1, 2014; and

WHEREAS, pursuant to Borrower's request, Lender has agreed to extend the balloon payment date for three years to November 1, 2017 and the Mortgage shall be deemed modified as follows:

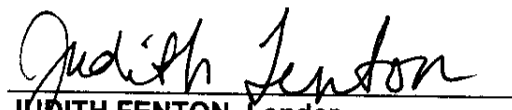
1. The Mortgage dated October 18, 2011 and recorded February 2, 2012 as Document number 1203316060 to secure a Note for real property commonly know as 1935 Sawyer, Unit 1 South, Chicago, Illinois shall be deemed modified to provided that the Note payment date is November 1, 2017.
2. Borrowers acknowledge, agree and affirm that Borrowers possess no claims, defenses or offsets of any nature against the Lender or with respect to the enforcement of the Note or mortgage, nor does Borrowers have any knowledge or any facts that would or might give rise to any claims against the Lender. If facts now exist which would or could give rise to any claim against the Lender or with respect to the enforcement of the Note, Borrowers hereby unconditionally, irrevocable and unequivocally waives and fully releases the Lender, their respective heirs and assigns from any and all such claims.
3. Except as expressly herein provided, all of the terms, provisions, representations, warranties, covenants and agreements contained in the Note and Mortgage shall remain in full force and effect.
4. Borrowers represent and warrant to the Lender that there is not any Event of Default under this Mortgage Modification Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this document as of the date first written above.

\_\_\_\_\_  
ERIC W. FENTON, Borrower

  
\_\_\_\_\_  
CLIFTON FENTON, Lender

\_\_\_\_\_  
KRISTEN S. FENTON, Borrower

  
\_\_\_\_\_  
JUDITH FENTON, Lender

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 \_\_\_\_\_  
**ERIC W. FENTON, Borrower**

  
 \_\_\_\_\_  
**KRISTEN S. FENTON, Borrower**

\_\_\_\_\_  
**CLIFTON FENTON, Lender**

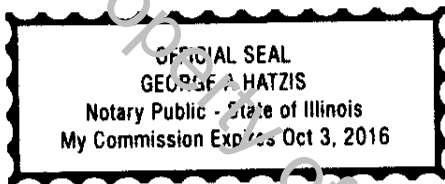
\_\_\_\_\_  
**JUDITH FENTON, Lender**

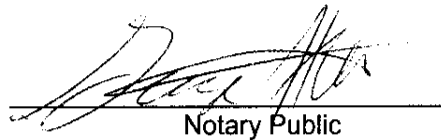
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State of Illinois)  
SS  
County of Cook)

I, the undersigned, a NOTARY PUBLIC, in and for said county, in the aforesaid state, DO HEREBY CERTIFY THAT **ERIC W. FENTON and KRISTEN S. FENTON**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

Given under my hand and notarial seal this 20<sup>th</sup> day of October, 2014.



  
Notary Public

State of \_\_\_\_\_)  
SS  
County of \_\_\_\_\_)

I, the undersigned, a NOTARY PUBLIC, in and for said county, in the aforesaid state, DO HEREBY CERTIFY THAT **CLIFTON FENTON and JUDITH FENTON** personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

Prepared by and mail to:  
Daniel E. Fajerstein, 513 Chicago Avenue, Evanston, IL 60202

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State of Illinois)  
SS  
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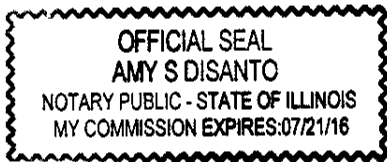
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\_\_\_\_\_  
Notary Public

State of Illinois )  
County of Cook ) SS

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Given under my hand and notarial seal this 20th day of October, 2014.



Amy S. Disanto  
Notary Public

Prepared by and mail to:  
Daniel E. Fajerstein, 513 Chicago Avenue, Evanston, IL 60202