

This document was prepared by:  
DuPage County State's Attorney – Civil Bureau  
After recording, return to:  
Julie Hamlin  
DuPage Community Development Commission  
421 North County Farm Road  
Wheaton, IL 60187

## **MORTGAGE MODIFICATION AGREEMENT**

THIS THIRD MORTGAGE ("Mortgage"), between (**HOMEOWNER,**) herein referred to as "Borrower," and COUNTY OF DU PAGE THROUGH ITS COMMUNITY DEVELOPMENT COMMISSION, 421 NORTH COUNTY FARM ROAD, WHEATON, ILLINOIS, herein referred to as "Lender," witnesseth:

THAT WHEREAS the Borrower is justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of **FIFTY FOUR THOUSAND FIVE HUNDRED FORTY FIVE AND 45/100 DOLLARS (\$54,545.45),** payable to the order of and delivered to the Mortgagee, in and by which note the Borrower promises to pay the said principal sum and a portion of the property equity at the rate and in installments as provided in said note, with a final payment of the balance due when the property is sold or title is transferred, and all of said principal and equity payment are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 421 NORTH COUNTY FARM ROAD WHEATON, ILLINOIS 60187.

NOW, THEREFORE, the Borrower to secure the payment of the said principals sum of money and said equity in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Borrower to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of the estate, right, title and interest therein, situate, lying and being in and being in the City of West Chicago, COUNTY OF DU PAGE AND STATE OF ILLINOIS, to wit:

Permanent Real Estate Index Numbers: **04-09-417-000**

Address of Real Estate: **000 West Pomeroy Street, West Chicago, IL 60185**

### **See Exhibit A for Legal Description**

Which, with the property hereinafter described, is referred to herein as the "premises."

WHEREAS, the Mortgagee will modify the above described Mortgage, Document Number **R2010-0000,** in the principal amount of **FIFTY FOUR THOUSAND FIVE HUNDRED FORTY FIVE AND 45/100 DOLLARS (\$54,545.45),** and Borrower has executed and delivered to Mortgagee a Note evidencing the mortgage (the "Note") dated **(Month/Date/Year);** and

WHEREAS, the parties hereto agree to only modify the terms of the Mortgage and Note in respect to the sections noted below and all other conditions recorded as Document Number **R2010-0000** will remain;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The recitals above are hereby incorporated herein by reference.
2. Paragraph two of the Third Mortgage is hereby modified to state, "THAT WHEREAS the Borrower is justly indebted to the Lender upon the Note of even date herewith, in the principal sum of FIFTY FOUR THOUSAND FIVE HUNDRED FORTY FIVE AND 45/100 DOLLARS (\$54,545.45), payable to the order of and delivered to the Lender, in and which by Note the Borrower promises to pay the said principal sum as provided in said Note, *with a final payment of the balance due when the property is sold or title is transferred.* All of said principal is made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the MORTGAGEE at 421 NORTH COUNTY FARM ROAD, WHEATON, ILLINOIS 60187."
3. The Covenants, Conditions and Provisions of the Mortgage, Paragraph 19. Is hereby modified to state, "If all or any part of the premises or any interest in it is sold or transferred (if a beneficial interest in Borrower is sold or transferred and borrower is not a natural person), the principal is due on sale or transfer. If all or any part of the premises or any interest in it is sold or transferred by the Borrower, a natural person, either voluntarily or involuntarily during the 15-year Affordability Period, the principal is due on sale or transfer, from the net sale proceeds. The net sales proceeds shall be defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs. If the property is no longer used as Borrower's primary residence at any time within the Affordability Period without a sale or transfer of title, the entire original principal amount is due within 30 days of such change of use. Borrower must notify Lender of any change in residence immediately. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this mortgage."
4. The parties hereto further agree that all other provisions, stipulations, powers and covenants in the Note and Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them.

IN WITNESS WHEREOF, the BORROWERS, have caused their signatures and seals to be hereto affixed and these presents to be signed by them on the day and year first written.

Please print or type names below:

(HOMEOWNER)

Please sign name below:

X \_\_\_\_\_

(Seal)

STATE OF ILLINOIS            )

) SS

COUNTY OF DU PAGE        )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that (Homeowner), personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

MORTGAGEE:  
DUPAGE COUNTY, by and through its COMMUNITY  
DEVELOPMENT COMMISSION

By: \_\_\_\_\_  
Mary A. Keating  
Director of Community Services

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF DU PAGE    )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mary A. Keating, personally known to me to be the representative of DuPage Community Development Commission, appeared before me this day in person, and acknowledged that as such, they signed sealed and delivered the foregoing instrument as their free and voluntary act of said corporation and as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

EXHIBIT A  
LEGAL DESCRIPTION:

LOT \_\_. IN PIONEER PRAIRIE SUBDIVISION, ACCORDING TO THE PLAT THEREOF  
DATED OCTOBER 23, 2007 AND RECORDED JUNE 17, 20\_\_, AS DOCUMENT NO.  
R2008-0000 IN THE OFFICE OF THE RECORDER OF DEEDS, DUPAGE COUNTY,  
ILLINOIS.

Permanent Real Estate Index Numbers: 04-09-418-000

Commonly Known As: 000 West Pomeroy Street, West Chicago, IL 60185