

This document prepared by:

City of Aurora
44 East Downer Place
Aurora, Illinois 60505

After recording return to:

Chief Financial Officer / Treasurer
City of Aurora
44 East Downer Place
Aurora, Illinois 60505

[The above space for the Recorder's Office]

MORTGAGE LOAN MODIFICATION AGREEMENT

THIS MORTGAGE LOAN MODIFICATION AGREEMENT ("Modification Agreement") is made and entered into this _____ day of _____, 2021, by and between JAMES P. DOHERTY, GLENN DOHERTY and ALISSA DOHERTY ("Borrowers"), and the CITY OF AURORA, an Illinois municipal corporation ("City").

WHEREAS, the Borrowers have executed and delivered to the City a certain Preservation Loan Agreement dated October 6, 2010 (the "Original Agreement"), evidencing an indebtedness due and owing from Borrowers to the City in the original principal amount of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00), pursuant to the City's Preservation Deferred Loan Program; and

WHEREAS, as security for the Original Agreement, Borrowers executed and delivered to the City a Mortgage with respect to the real estate commonly known as 247 West Park Avenue, Aurora, Illinois 60506 ("Property"), dated October 6, 2010 and recorded with the Kane County Recorder of Deeds on November 3, 2010 as document number 2010K074162, (the "Mortgage") (said Original Agreement and Mortgage together comprising the "Loan Documents"); and

WHEREAS, the Property is legally described as:

LOTS 31 AND 32 IN BLOCK 4 OF J.R. AND J.C. HANNA'S ADDITION TO AURORA (EXCEPT THE NORTH 51 FEET THEREOF AND EXCEPT THAT PART OF THE EASTERLY 55 FEET OF LOT 32 LYING SOUTH OF THE NORTH 81 FEET THEREOF) IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS

PIN NO. 15-22-104-038

WHEREAS, Borrowers and Lender desire to modify and amend the Loan Documents to remove James P. Doherty from the Loan Documents and release James P. Doherty from any liability under the Loan Documents, as James P. Doherty is no longer an owner of the Property;

NOW, THEREFORE, it is hereby agreed by Borrowers and the City that in consideration of TEN DOLLARS (\$10.00), in hand paid, and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the following terms of the Loan Documents are hereby modified and amended as follows:

1. The recitals above are incorporated into this Modification Agreement as material terms and conditions.
2. In order to reflect that James P. Doherty is no longer an owner of the Property, this Modification Agreement removes the name of James P. Doherty from the Loan Documents to indicate that Glenn Doherty and Alissa Doherty, husband and wife, are the sole mortgagors and owners of the Property.
3. Notwithstanding anything contained in this Modification Agreement to the contrary, except as explicitly amended and modified herein, the Loan Documents shall remain in full force and effect. Further, the current owners of the Property, Glenn Doherty and Alissa Doherty, husband and wife, expressly reaffirm all other terms and conditions set forth in the Loan Documents.
4. This document shall be recorded with the Kane County Recorder of Deeds by the City upon execution by the parties.

IN WITNESS WHEREOF, Borrowers and City have executed this MORTGAGE LOAN MODIFICATION AGREEMENT on the date first above written.

BORROWER:

GLENN DOHERTY



LENDER:

CITY OF AURORA, an Illinois
municipal corporation

By: _____
Richard C. Irvin, Mayor

Attest: _____
City Clerk

BORROWER:

ALISSA DOHERTY

Alissa C. Doherty

BORROWER:

JAMES P. DOHERTY

James P. Doherty

State of Illinois)
) ss.
County of Kane)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Richard C. Irvin and _____, 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 severally acknowledged that, as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said Illinois corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2021.

Notary Public
Massachusetts FCJ
State of ~~Illinois~~)
) ss.
County of ~~Kane~~)
Middlesex FCJ

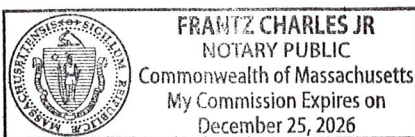
My Commission Expires:

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that James P. Doherty, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth, including release and waiver of homestead.

Given under my hand and official seal, this 25 day of April, 2021.

Frantz Charles Jr
Notary Public

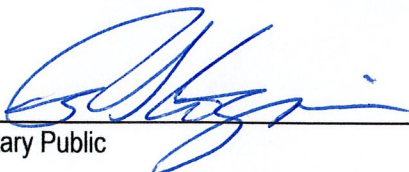
12/25/2026
My Commission Expires:



State of Illinois)
) ss.
County of Kane)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Glenn Doherty and Alissa Doherty, husband and wife, 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 a free and voluntary act for the uses and purposes therein set forth, including release and waiver of homestead.

Given under my hand and official seal, this 17 day of APRIL, 2021.



Notary Public

05/03/2023
My Commission Expires:

