

This Instrument Prepared
By And Return To:
JEFFREY L. WEITZ, Esquire
WEITZ & SCHWARTZ, P. A.
Commercial Point, Suite 31
3601 W. Commercial Blvd.
Ft. Lauderdale, FL 33309

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Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1733597
Bk# 2403 Pg# 611

**AGREEMENT FOR MODIFICATION
OF MORTGAGE DEED AND MORTGAGE NOTE**

This Agreement for Modification of Mortgage Deed and Mortgage Note dated this March 3, 2009, by and between DAVID E. GORDON and SUSAN BROWN GORDON, his wife, whose post office address is 124 Barbados Drive, Jupiter, Florida 33458, hereinafter collectively referred to as "Mortgagor", and FRANCIS V. CHILDS, Trustee, a 33-1/3% interest, GARY W. FOX, a 33-1/3% interest, and ANTHONY ARD, as Trustee of the Anthony Ard M.D., P.A., Profit Sharing Plan, a 33-1/3% interest, whose post office address is P. O. Box 2469, Jupiter, Florida 33468, hereinafter collectively referred to as "Mortgagee".

WITNESSETH:

WHEREAS, on March 8, 2005, DAVID E. GORDON AND SUSAN BROWN GORDON, his wife, Mortgagor, executed and delivered a Mortgage Note and Mortgage Deed in the original principal sum of \$200,000.00 in favor of FRANCIS V. CHILDS, Trustee, a 33-1/3% interest, GARY W. FOX, a 33-1/3% interest, and ANTHONY ARD, as Trustee of the Anthony Ard M.D., P.A., Profit Sharing Plan, a 33-1/3% interest, which mortgage was recorded on March 15, 2005 in Official Records Book 2093, Page 1993, of the Public Records of Monroe County, Florida, which encumbered as a first mortgage the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS, Mortgagor has requested an extension of the due date of said Mortgage Deed and Mortgage Note, and the parties have agreed, subject to the terms hereof.

NOW, THEREFORE, in consideration of the covenants herein provided and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The maturity date of the aforesaid Mortgage Note and Mortgage Deed is hereby extended until March 8, 2012, when the entire principal sum and accrued interest shall be due and payable in full. Mortgagor agrees to continue to make consecutive monthly installments of interest only pursuant to the terms of the Mortgage Note on the 8th day of each and every month with the entire principal and accrued interest due on March 8, 2012.

2. Except as expressly modified herein, all the terms, provisions, and covenants of the aforesaid Mortgage and Security Agreement and Mortgage Note shall remain in full force and effect, and Mortgagor has no claims, setoffs or defenses to the enforcement of the aforesaid Mortgage and Security Agreement and Mortgage Note.

IN WITNESS WHEREOF, Mortgagor has executed this Agreement this 3rd day of March, 2009.

Allison Zaccaschi
Witness

Allison Zaccaschi
PRINT NAME

DAVID E. GORDON
DAVID E. GORDON

DEG
12/2

David E. Gordon
Witness

Susan Brown Gordon
SUSAN BROWN GORDON

Allison Zarctski
PRINT NAME

Doc# 1733597
Bk# 2483 Pg# 612

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of March, 2009, by David E. Gordon and Susan Brown Gordon, his wife, who are personally known to me or who have produced David E. Gordon as identification and who did not take an oath.

My Commission Expires:

Jeffrey L. Weitz
Notary Public



IN WITNESS WHEREOF, Mortgagee has executed this Agreement the 2nd day of March, 2009.

Marlene Kosten
Witness
MARLENE KOSTEN
PRINT NAME

Francis V. Childs
FRANCIS V. CHILDS, Trustee

Ashley Bein
Witness
ASHLEY BEIN
PRINT NAME

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2nd day of March, 2009 by FRANCIS V. CHILDS, Trustee, who is personally known to me and who did not take an oath.

My Commission Expires:

Marlene Kosten
Notary Public



DEC

IN WITNESS WHEREOF, Mortgagee has executed this Agreement the 3rd day of March, 2009.

Marlene Koslen
Witness
MARLENE KOSLEN
PRINT NAME

GARY W. FOX
GARY W. FOX

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Ashley Bein
Witness
ASHLEY BEIN
PRINT NAME

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of March, 2009 by GARY W. FOX who is personally known to me and who did not take an oath.

My Commission Expires: Marlene Koslen
Notary Public



IN WITNESS WHEREOF, Mortgagee has executed this Agreement the 3rd day of March, 2009.

Marlene Koslen
Witness
MARLENE KOSLEN
PRINT NAME

Anthony Ard
ANTHONY ARD, as Trustee of the
Anthony Ard M.D., P.A., Profit Sharing Plan

Ashley Bein
Witness
ASHLEY BEIN
PRINT NAME

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of March, 2009 by ANTHONY ARD, as Trustee of the Anthony Ard M.D., P.A., Profit Sharing Plan, who is personally known to me and who did not take an oath.

My Commission Expires: Marlene Koslen
Notary Public



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Exhibit "A"

In the City of Key West known and designated on the map or plan of said City as delineated by William A. Whitehead in February 1829 as part of Tract 4, but now more particularly described in Simonton's and Wall's addition to the City of Key West as part of Lot 1 in Square 6 of said Tract 4.

Commencing at a point on Petronia Street, 100 feet 9 inches from the corner of Petronia and Duval Streets and running thence along Petronia Street in a Southwesterly direction 90 feet to an alleyway 14 feet wide;

Thence at right angles along said alleyway in a Southeasterly direction 47 feet, 4 inches;

Thence at right angles to said alleyway in a Northeasterly direction 90 feet;

Thence at right angles in a Northwesterly direction 47 feet 4 inches back to Petronia Street to the place of beginning.

AND ALSO

In the City of Key West as designated on William A. Whitehead's map of said City delineated February 1829, a part of Tract 4, but now more particularly described in Simonton and Wall's Addition in the City of Key West as part of Lot 1 in Square 6 of said Tract 4. From the corner of Petronia and Duval Streets run Southwesterly for a distance of 190 feet 9 inches to an alleyway 14 feet wide;

Thence at right angles long said alleyway in a Southeasterly direction 47 feet 4 inches to the point or place of beginning;

Thence continue along said alleyway in a Southeasterly direction for a distance of 4 feet;

Thence at right angles to said alleyway in a Northeasterly direction for a distance of 90 feet;

Thence at right angles in a Northwesterly direction for a distance of 4 feet;

Thence at right angles in a Southwesterly direction 90 feet back to the point or place of beginning on the said 14 foot alleyway.