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2002-01-08 11:20:55  
Cook County Recorder 27.50

Prepared by and Mail to:  
STEVEN J. COLOMPOS  
Republic Bank of Chicago  
1510 75<sup>th</sup> Street  
Darien, IL 60561



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**MODIFICATION AND EXTENSION AGREEMENT**

THIS AGREEMENT made as of this 1st day of November, 2001 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and Republic Bank of Chicago, not personally but as Trustee under a certain Trust Agreement dated August 10, 1995 and known as Trust Number 1349, Joliet Kitchens and Baths, Inc., an Illinois corporation, and James Denos, the Owners of the property and/or the Obligors under the Note, and hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$100,000.00 dated December 18, 1996, secured either in whole or part by a Mortgage and recorded as Document No. 99019709, covering the real estate described below:

LOT 21 (EXCEPT THE WESTERLY 16 FEET) IN BLOCK 3 IN JARED GAGE'S SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ OF FRACTIONAL SECTION 17, ALSO PART OF THE WEST ½ OF THE NORTHWEST ¼ OF FRACTIONAL SECTION 17 AND PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF FRACTIONAL SECTION 8, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent index number: 05-17-120-019  
Property address: 952 Greenbay Road  
Winnetka, IL 60093

WHEREAS, the parties hereto wish to further modify the terms of said Note and Mortgage as set forth herein;

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00), the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from November 1, 2001 to November 1, 2002.

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2. As of the date hereof, the amount of the principal indebtedness is One Hundred Thousand and No/100 Dollars (\$100,000.00).

Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, setoffs and counterclaims both in law and equity, as is the lien of the Mortgage.

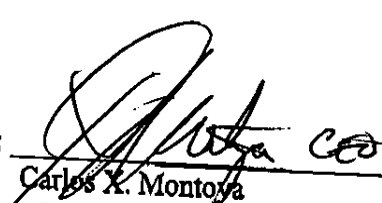
In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same as previously modified shall remain unchanged and in full force and effect.

Notwithstanding the foregoing, Second Party expressly waives any defenses which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party does hereby release, remise and forever discharge Bank of and from any and all setoffs, claims, counterclaims, demands, causes, causes of action, suits and/or judgments which it now has or may have against Bank including but not limited to matter arising out of the Note and/or any document, instrument or agreement securing the same or arising out of any banking relationship existing between the parties.

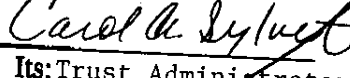
IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

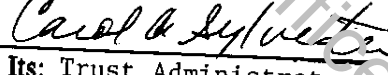
**BANK:**  
REPUBLIC BANK OF CHICAGO, an  
Illinois banking corp.

**SECOND PARTY:**  
Republic Bank of Chicago, not personally,  
but solely as Trustee under Trust Agreement  
dated August 10, 1995 and known as Trust  
Number 1349

BY:   
Carlos X. Montoya  
Its: President & CEO

BY:   
Steven J. Colombo, Trust Officer  
Its: Trust Officer

ATTEST:   
Carol A. Sylvester  
Its: Trust Administrator

ATTEST:   
Carol A. Sylvester  
Its: Trust Administrator

Joliet Kitchens and Baths, Inc.

BY:   
Its: President

  
James Denos, Individually

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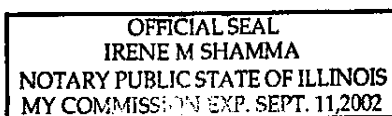
**TRUSTEE'S EXCULPATION:** This Agreement is executed by REPUBLIC BANK OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 10, 1995 AND KNOWN AS TRUST NO. 1349, and it is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against such Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, and such personal liability, if any, being expressly waived and released.

STATE OF ILLINOIS ]

COUNTY OF COOK ]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named CARLOS X. MONTAÑA CEO 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 he signed, sealed and delivered the said instrument as such officer of said corporation and caused the seal of said corporation to be thereunto affixed as his free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of October, 2001.



Irene M. Shamma  
Notary Public

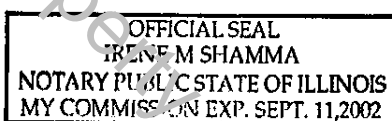
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STATE OF ILLINOIS ]  
] ss  
COUNTY OF COOK ]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that JAMES DENOS, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of October, 2001.



Irene M. Shamma  
Notary Public

STATE OF ILLINOIS ]  
] ss  
COUNTY OF COOK ]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that STEVEN J. COLOMPO, TR. OFFICER + CAROL SYLVESTER TR. ADMIN. 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, sealed and delivered the said instrument as such officers of said Bank as Trustee, as their free and voluntary act and as the free and voluntary act and deed of said Trustee for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of October, 2001.



Irene M. Shamma  
Notary Public

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