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Cook County Recorder 25.50



Prepared by and Mail to:  
Commercial Loan Dept.  
Republic Bank of Chicago  
1510 75<sup>th</sup> Street  
Darien, IL 60561

**MODIFICATION AND EXTENSION AGREEMENT**

THIS AGREEMENT made as of this 30th day of January, 2002 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and JUDITH R. EVERLY, the Owner of the property and/or the Obligor under the Note, and hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$252,000.00 dated January 3, 2002, secured either in whole or in part by a Mortgage and Assignment of Rents covering the real estate described below:

THE NORTH 3.9 FEET OF LOT 6, ALL OF LOT 7 AND THE SOUTH 23 FEET OF LOT 8 IN MILIKEN'S SUBDIVISION OF THE NORTH 2 ACRES OF 4 ACRES IN THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 5758 S. Wabash, Chicago, Illinois  
PIN: 20-15-113-038

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgages 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. As of the date hereof, the amount of the principal indebtedness is Two Hundred Fifty Two Thousand and No/100 Dollars (\$252,000.00).
2. Beginning with the February 2002 payment, all payments shall be due on the 15<sup>th</sup> day of the month, except that all sums due, if not sooner paid shall be due and payable on January 15, 2007.
3. This agreement is contingent upon Second Party making a payment of odd days interest in the amount of \$630.00 and by paying a \$50.00 recording fee.

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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 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.

BY: *Mary Schum*  
Its: *J.P.*

**SECOND PARTY:**

*Judith R. Everly*  
Judith R. Everly

Clerk's Office