2002-10-30 10:02:00

Cook County Recorder

30.00



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 26th day of September, 2002 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and CHRISTOS THOMAS AND PANGOULA THOMAS, 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 \$375,000.00 dated February 2, 2000, secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 00287702 and 00287703, respectively, covering the real estate described below:

LOT 17 IN ALFE'S RESUBDIVISION CF LOTS 114 TO 124, BOTH INCLUSIVE IN BALLARD TERRACE, BFING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID ALFE'S RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JANUARY 11, 1960, AS DOCUMENT NUMBER 1903860.

Commonly known as: 9122 N. Cumberland, Niles, Illinois

PIN: 09-14-318-026-0000

FURTHER secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 00287704 and 00287705, respectively, covering the real estate described below:

LOT 30 IN BLOCK 7 IN THOMAS J. GRADY'S 6<sup>TH</sup> GREEN BRIAR ADDITION TO NORTH EDGEWATER, A SUBDIVISION OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P-4N

Commonly known as: 6247 N. Francisco, Chicago, Illinois

PIN: 13-01-114-003-0000

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:

- As of the date hereof, the amount of the principal indebtedness is Two Hundred 1. Fou: Thousand Three Hundred Forty Seven and 41/100 Dollars (\$204,347.41).
- The new monthly principal and interest payment will be \$1,895.19 effective 2. October 2, 2002.

Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Coligor 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 Grace 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:** 

SECOND PARTY:

REPUBLIC BANK OF CHICAGO, an Illinois banking corp.

Christos Thomas

Pariaceala Tuone

## UNOFFICIAL COPY 96902 Fage 3 of 4

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 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, sealed and delivered the said instrument as such office; of said Bank and caused the seal of said Bank to be thereunto affixed as free and voluntary act and deed of said Bank for
the uses and purposes therein set forth.  Given under my hand and notarial seal this 2 that day of 4 200.2
Ox
Alex Aubensten Notary Public
OFFICIAL SEAL SHERI RUBENSTEIN NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. OCT. 31,2003
STATE OF ILLINOIS ] ss
COUNTY OF COOK ]
I, <u>THE UNDERSIGNED</u> , a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that <u>Bowns</u> , 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, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and notarial seal this 27th day of Left ,2002
Heir Rubensten Notary Public
OFFICIAL SEAL SHERI RUBENSTEIN NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. OCT. 31,2003

UNOFFICIAL COPPY 6902 Page 4 of 4

1 1 . . 29

STATE OF ILLINOIS ] ss COUNTY OF COOK I, <u>THE UNDERSIGNED</u>, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Pangoula two as 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 2 Mday of Sept, 2003 OFFICIAL SE.
SHERI RUBENS:
NCTARY PUBLIC STATT
MY COMMISSION EXP OFFICIAL SEAL SHERI RUBENSTEIN MMIS.
COPYTO