



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

**MODIFICATION AND EXTENSION AGREEMENT**

THIS AGREEMENT made as of this 20TH day of SEPTEMBER, 2002 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and MICHAEL D. MONICO AND TRICIA T. MONICO, the Owner of the property and/or the Obligor under the Note, hereinafter called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$ 700,000.00 dated JULY 07, 2002, secured either in whole or in part by a Mortgage and Assignment of Rents recorded AUGUST 07, 2000 as Document No. 00596839 covering the real estate described below:

Legal Description Attached

Permanent index number: 05-29-102-073-0000

Property address: 105 WOODLEY ROAD  
WINNETKA, IL 60093

AND, WHEREAS, the parties hereto wish to 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 rate of interest charged under the Note shall be changed from 7.625 % to 6.125 % effective OCTOBER 01, 2002.
2. Henceforth, the payments of principal and interest made under the Note shall be as follows:

5-1  
R-5  
M-X

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In payments of principal and interest of \$ 4,295.36 each beginning NOVEMBER 01, 2002, and a like amount on each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on AUGUST 01, 2030.

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: Spero A. Cantos, EVP  
SPERO A. CANTOS  
Its: EVP/CHIEF CREDIT OFFICER

**SECOND PARTY:**

Michael D. Monico  
By: MICHAEL D. MONICO

Tricia T. Monico  
BY: TRICIA T. MONICO

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07/11/2011

Property of Cook County Clerk's Office





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EXHIBIT A

21277326

## LEGAL DESCRIPTION

ALL THAT PART OF LOT 16 IN BERNARD KLOEPFER'S RESUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION 29, LYING SOUTH OF AND ADJOINING SAID LOT 16, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 16 WHICH IS 392 FEET SOUTH OF THE NORTH EAST CORNER OF LOT 14 IN SAID BERNARD KLOEPFER'S RESUBDIVISION AND RUNNING THENCE SOUTH 0 DEGREES 10 MINUTES EAST ALONG THE EAST LINE OF SAID LOT 16 AND SAID LINE EXTENDED 307.9 FEET TO THE CENTER LINE OF WOODLEY ROAD, A PRIVATE ROAD, THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD, BEING A CURVED LINE HAVING A RADIUS OF 573.14 FEET CONVEX NORTHEASTERLY 199 FEET AS MEASURED NORTH 40 DEGREES 13 MINUTES WEST ALONG THE CHORD OF SAID CURVE TO A POINT OF COMPOUND CURVE, THENCE WESTERLY ALONG THE CENTER LINE OF SAID ROAD, BEING A CURVED LINE HAVING A RADIUS OF 399.8 FEET, CONVEX NORTHERLY, 187.23 FEET AS MEASURED NORTH 63 DEGREES 45 1/2 MINUTES WEST ALONG THE CHORD OF SAID CURVE TO ITS INTERSECTION WITH A LINE 295.57 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 16, THENCE NORTH 0 DEGREES 10 MINUTES WEST ALONG SAID PARALLEL LINE 24.05 FEET TO A POINT OF CURVE, THENCE NORTHERLY AND EASTERLY ALONG A CURVED LINE HAVING A RADIUS OF 50 FEET, CONVEX NORTHWESTERLY, 70.95 FEET AS MEASURED NORTH 45 DEGREES 01 1/2 MINUTES EAST ALONG THE CHORD OF SAID CURVE TO A POINT OF TANGENCY AND THENCE SOUTH 89 DEGREES 47 MINUTES EAST AND PARALLEL WITH THE NORTH LINE OF LOT 14 IN SAID BERNARD KLOEPFER'S RESUBDIVISION 245.23 FEET TO THE POINT OF BEGINNING (EXCEPT THEREFROM ALL THAT PART OF THE EAST 33 FEET THEREOF LYING SOUTH OF A LINE DRAWN WEST AT RIGHT ANGLES FROM A POINT IN THE EAST LINE OF SAID LOT 16 EXTENDED 70.2 FEET NORTH OF ITS INTERSECTION WITH THE CENTER LINE OF SAID WOODLEY ROAD) IN COOK COUNTY, ILLINOIS.

Commonly known as: 105 WOODLEY ROAD, WINNETKA, IL 60093

Permanent Index No.: 05-29-102-073-0000  
05-29-102-098-0000