# UNOFFICIAL COPY277326 3286/0038 51 001 Page 1 of

2002-11-19 09:47:14 Cook County Recorder

32.00

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

7	ODIFICATION	AND EXTEN	ISION A	AGREEMENT
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MUDIFICATION AND EXTENSION AGREEMENT
THIS AGRESMENT made as of this <b>20TH</b> day of <b>SEPTEMBER</b> ,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 tre 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
· · · · · · · · · · · · · · · · · · ·
Legal Description Attached  Permanent index number: 05-29-102-073-0000  Property address: 105 WOODLEY ROAD
Permanent index number: <u>05-29-102-073-0000</u>
Property address: 105 WOODLEY ROAD
11110000VA TI 60003
WINNETKA, IL 60093
AND, WHEREAS, the parties hereto wish to modify the terms of said Note and
Mortgage as set forth herein;
Morigage as set forth herem,
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:
of which is holoby acidio wieagou, and passed services
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:

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	BER r, except the	01, at all sur	2002 300	st of \$4,295 l a like amoun not sooner pai	t on each a	each beginning and every month due and payable
Second Party w and subsisting of	lebt of the (	)bligor a	and in all i	debtedness evid	om an dere	ne Note is a valid nses, 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 TO CONTO above written.

BANK:

REPUBLIC BANK OF CHICAGO, an Illinois banking corp.

Its: EVP/CHIEF CREDIT OFFICER

**SECOND PARTY:** 

By: MICHAEL D. MONICO

A Washington

Property of Coot County Clert's Office

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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 SPERO A. CANTOS  EVP/CHIEF CREDIT OFFICER  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 thathe signed, sealed and delivered the said instrument as such officer of said Bank and caused the seal of said Bank to be thereunto affixed as
iree and voluntary act and as the 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 27TH day of SEPTEMBER, 2002.  OFFICIAL SFAL SUSAN L SCHULT.  NOTARY PUBLIC STATE OF ULINOIS MY COMMISSION EXP. JAN. 14 20'4  Notary Public  Notary Public
STATE OF ILLINOIS  ] ss  COUNTY OF <u>cook</u> ]  I THE UNDERSIGNED as Natura Publician and Sandan and
COUNTY OF COOK
State aforesaid, DO HEREBY CERTIFY that MICHAEL 1. MONICO
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 <b>27TH</b> day of <b>SEPTEMBER 2002</b> .
OFFICIAL SEAL SUSAN L SCHULTZ NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JAN. 14,2004  Notary Public  Notary Public

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STATE OF ILLINOIS ].
COUNTY OF <u>cook</u> ]
I,
, 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 thathe signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.
Give 1 under my hand and notarial seal this 27TH day of SEPTEMBER, 2002
OFFICE LEAL SUSAN LSC PULTZ NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. AN. 3-2004  Notary Public Notary Public
STATE OF ILLINOIS ]   ss
COUNTY OF ]
I, <u>THE UNDERSIGNED</u> , a Notary Puelle in and for the said County in the State aforesaid, DO HEREBY CERTIFY that
, personally known to the to be the same person whose name is subscribed to the foregoing instrument, appeared before the this day in person and acknowledged thathe 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 day of
Notary Public

**EXHIBIT A** 

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#### 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 SOUTHO 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.

- 60u Commonly known as: 105 WOODLEY ROAD, WINNET (A. IL 60093

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

05-29-102-098-0000