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2000-05-16 15:45:48
Cook County Recorder 25.50



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

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 31st day of March, 2000 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and Jorge Cruz, Jr., the Obligor under the Note and Jorge Cruz the Owner of the property securing the same and Mortgagee under the Mortgage, both of whom are collectively hereinafter called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$50,000.00, dated January 19, 1998, secured either in whole or in part by Mortgage recorded as Document No. 98174846 and modified by Modification and Extension Agreement dated January 19, 1999 and recorded as Document No. 99461232 covering the real estate as described below:

LOT 88 IN BLOCK 14 IN JAMES WEBB'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3420 W. 63rd Street, Chicago, IL 60629
PIN#: 19-14-429-032-0000

WHEREAS, the Maturity Date was extended from January 19, 1999 to January 19, 2000;

WHEREAS, the Maturity Date was extended from January 19, 2000 to March 31, 2000;

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 valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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1. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from March 31, 2000 to August 10, 2000.
2. As of the date hereof, the amount of the principal indebtedness is Forty-Eight Thousand Seven Hundred Thirteen and 86/100 Dollars (\$48,713.86).

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 matters 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:

BY:

Juan C. Gonzalez
Its: Vice President

Jorge F. Cruz, Jr.
Jorge Cruz, Jr.

Jorge Cruz
Jorge Cruz



Patricia A. Palanyk

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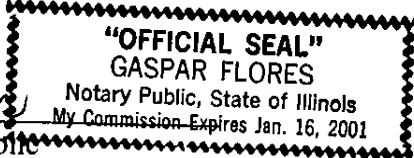
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STATE OF ILLINOIS]
] ss
COUNTY OF DUPAGE]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Jorge F Cruz Jr. 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 and caused the seal of said Bank to be thereunto affixed as their 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 26 day of April, 00.

Gaspar Flores
Notary Public



STATE OF ILLINOIS]
] ss
COUNTY OF _____]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Jorge Cruz, Jr. and Jorge Cruz 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 their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of April, 00.

Gaspar Flores
Notary Public

