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Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 06/02/2003 12:07 PM Pg: 1 of 4

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

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 29TH day of JANUARY, 2003
between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter
called Bank, and CAREY L. ROTHBARDT

CAREY L. ROTHBARDT, 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
\$ 75,000.00 dated OCTOBER 01, 1997, secured either in whole
or in part by a Mortgage and Assignment of Rents recorded OCTOBER 07,
1997 as Document No. 97744021 covering the real estate described below:

Legal Description Attached

Permanent index number: 10-34-102-022-1091

Property address: 4601 W TOUHY AVE

LINCOLWOOD IL 60646

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 7.375 % to
5.750 % effective FEBRUARY 01, 2003.
2. Henceforth, the payments of principal and interest made under the Note shall be
as follows:

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In payments of principal and interest of \$ 445.59 each beginning MARCH 01, 2003, 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 NOVEMBER 01, 2027.

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, E.V.P.

SPERO A. CANTOS

Its: E.V.P.

SECOND PARTY:

By:

Carey L. Rothbardt

CAREY L. ROTHBARDT

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UNIT NUMBER 807 AS DELINEATED ON THE SURVEY OF THE FOLLOWING PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS THE DEVELOPMENT PARCEL):

THAT PART OF THE NORTH 1/2 (EXCEPT THE SOUTH 420 FEET AND EXCEPT THE WEST 33 FEET TAKEN FOR KILPATRICK AVENUE AND THE NORTH 40 FEET TAKEN FOR TOUHY AVENUE) OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RAILROAD RIGHT OF WAY IN COOK COUNTY, ILLINOIS. ALSO THAT PART OF THE WESTERLY 15.0 FEET OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY., SAID POINT BEING 40.0 FEET SOUTH OF THE CENTER LINE OF TOUHY AVENUE; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, 200.0 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID RIGHT OF WAY LINE, 15.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE, 196.39 FEET TO A POINT 40.0 FEET SOUTH OF THE CENTER LINE OF TOUHY AVENUE; THENCE WEST ALONG SOUTH LINE OF TOUHY AVENUE, 15.43 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO CONDOMINIUM DECLARATION MADE BY THE EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER ITS TRUST NO. 29514 DATED OCTOBER 15, 1974, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 255-5366, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL OF THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY),

AND ALSO

TOGETHER WITH A PERPETUAL EASEMENT CONSISTING OF THE RIGHT TO USE FOR PARKING PURPOSES PARKING SPACE NUMBER 110 AS DELINEATED ON THE SURVEY ATTACHED AS EXHIBIT "A" TO THE SAID DECLARATION, IN COOK COUNTY, ILLINOIS.

10-34-102-022-1091