

# UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$38.00  
Cook County Recorder of Deeds  
Date: 07/10/2003 08:29 AM Pg: 1 of 8

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 13th day of May, 2003 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and SAMIH J. JABER AND COLE-TAYLOR BANK, SUCCESSOR TO MANUFACTURERS BANK, F/K/A STEEL CITY BANK AND TRUST, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 15, 1988 AND KNOWN AS TRUST NO. 3028, 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 \$560,000.00 dated January 22, 2001, secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document No. 0010208334, covering the real estate described below:

SEE ATTACHED EXHIBIT "A"

Commonly known as: 13106-24 S. Ellis Ave., Chicago, Illinois  
PIN: 25-35-100-006

FURTHER secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document No. 0010208336, covering the real estate described below:

LOT 23 IN HEATHERSFIELD UNIT NO. 3, A METRIC SUBDIVISION OF THE SOUTH 335.10 FEET [102.138 METERS] OF THE NORTH 499.10 FEET [152.126 METERS] OF THE NORTH HALF [EXCEPT THE EAST 656.33 FEET [199.988 METERS] THEREOF] OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 8700 Surrey Park, Palos Hills, Illinois  
PIN: 23-11-111-049

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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:

1. As of the date hereof, the amount of the principal indebtedness is Three Hundred Thousand and No/100 Dollars (\$300,000.00).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from April 22, 2003 to June 22, 2003.

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.

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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:**  
COLE-TAYLOR BANK, SUCCESSOR TO  
MANUFACTURERS BANK, F/K/A  
STEEL CITY BANK AND TRUST, NOT  
PERSONALLY, BUT SOLELY AS  
TRUSTEE UNDER TRUST AGREEMENT  
DATED MARCH 15, 1988 AND KNOWN  
AS TRUST NO. 3028

BY: *[Signature]*  
Its:

BY: *[Signature]*  
Its: **Vice President**

ATTEST: *[Signature]*  
Its: **Sr. Trust Officer**

*[Signature]*  
Samir J. Jaber

Property of Cook County Clerk's Office

Trustee's Execution Under Instrument Dated Herein Made A Part Hereof

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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:**  
COLE-TAYLOR BANK, SUCCESSOR TO  
MANUFACTURERS BANK, F/K/A  
STEEL CITY BANK AND TRUST, NOT  
PERSONALLY, BUT SOLELY AS  
TRUSTEE UNDER TRUST AGREEMENT  
DATED MARCH 15, 1988 AND KNOWN  
AS TRUST NO. 3028

BY: *[Handwritten Signature]*  
Its:

BY: \_\_\_\_\_  
Its:

ATTEST: \_\_\_\_\_  
Its:

*[Handwritten Signature]*  
Samin J. Jaber

Property of Cook County Clerk's Office

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STATE OF ILLINOIS        ]  
                                          ] ss  
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 ROBERT D. BAUGS 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 officer of said Bank and caused the seal of said Bank to be thereunto affixed as free 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 21 day of May, 2003



Melissa A. Bramwell  
Notary Public

STATE OF ILLINOIS        ]  
                                          ] ss  
COUNTY OF COOK        ]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Samih J. Jaber, 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 21 day of May, 2003



Melissa A. Bramwell  
Notary Public

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## GENERAL EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

# UNOFFICIAL COPY

STATE OF ILLINOIS)  
SS  
COUNTY OF COOK)

I, the undersigned, as Notary Public in and for said County, in the state aforesaid DO HEREBY CERTIFY, that Mario V. Gotanco Vice President of Cole Taylor Bank and Linda L. Horcher Sr. Trust Officer of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Sr. Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Sr. Trust Officer did also then and there acknowledge that she as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as her own free and voluntary act, and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of May, 2003.



Notary Public



Sherry Smith, Notary Public, Cook County Clerk's Office

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EXHIBIT "A"

A parcel of land in the North East  $\frac{1}{4}$  of section 34 and the North West  $\frac{1}{4}$  of said section 35, all in township 37 North, range 14 East of the third principal meridian, described as follows:  
Beginning at the Northeast corner of said North East  $\frac{1}{4}$  of said section 34, thence South along the East line of said North East  $\frac{1}{4}$  of said section 34, a distance of 1,291.43 feet to a point; thence West at right angles to the last described course, a distance of 341.39 feet to a point, which is the center of a circle; thence North 63 degrees 23 minutes 29 seconds East, a distance of 429 feet to a point of beginning; thence in a Southeasterly direction along an arc of the previously located circle having a radius of 429 feet, a distance of 41.05 feet to a point; thence South 82 degrees 24 minutes 50 seconds East, a distance of 32.66 feet; to a point; thence North 69 degrees 35 minutes 10 seconds East, a distance of 71.10 feet to a point; thence in a Northwesterly direction along an arc of the previously described circle, having a radius of 529 feet a distance of 325.41 feet to a straight line, which when extended to the South West falls 50 feet [measured at right angles] from the center of the previously located circle, a distance of 100.56 feet to a point; thence in a Southeasterly direction along an arc of the previously described circle, having a radius of 429 feet, a distance of 199.90 feet, to the point of beginning in Cook county, Illinois.

PIN: 25-35-100-006

Common Address: 13106-24 South Ellis Avenue  
Chicago, Illinois