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0319717095
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 07/16/2003 11:27 AM Pg: 1 of 4

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



MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 25th day of April, 2003 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and DARRIN WHITE AND CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 2000 AND KNOWN AS TRUST NUMBER 1108642, 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 \$66,400.00 dated September 22, 2000, secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 00755789 and 00755790, respectively, covering the real estate described below:

LOT 47 AND LOT 48 IN BLOCK 5 IN ASHLAND, A SUBDIVISION OF THE NORTH 3/4 AND THE NORTH 33 FEET OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE NORTH 167 FEET THEREOF) IN SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 5601-03 South Wood Street/1753 West 56th Street,
Chicago, Illinois 60636
PIN: 20-18-212-001

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 Sixty Thousand Thirty-Four and 86/100 Dollars (\$60,034.86).

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Mr
JHC

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2. That the Interest Rate of such Note is hereby modified from the existing Interest Rate of 9.75% to the new Interest Rate of 7.5% effective May 1, 2003.
3. The new monthly principal and interest payment will be \$623.93 effective June 1, 2003.
4. This agreement is subject to Second Party paying Bank a fee of \$250.00.

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: *Daniel J. Pepin*

Daniel Pepin, Vice President

SECOND PARTY:

Darrin White

DARRIN WHITE

**SEE ATTACHED EXCULPATORY
CLAUSE FOR SIGNATURE**

CHICAGO TITLE LAND TRUST
COMPANY, NOT PERSONALLY, BUT
SOLELY AS TRUSTEE UNDER TRUST
AGREEMENT DATED SEPTEMBER 15,
2000 AND KNOWN AS TRUST NUMBER
1108642

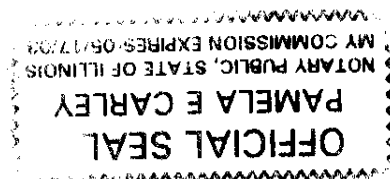
UNOFFICIAL COPY

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 Daniel Pepin 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 1st day of May, 2003

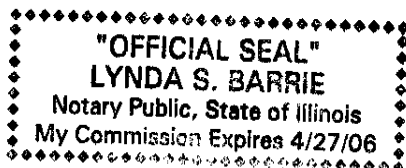
Pamela E Carley
 Notary Public



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 DARRIN WHITE, 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 1st day of May, 2003



Lynda S Barrie
 Notary Public

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST #1108642 ATTACHED TO AND MADE A PART OF THE MODIFICATION AND EXTENSION AGREEMENT DATED APRIL 25, 2003 , TO REPUBLIC BANK OF CHICAGO

It is expressly understood and agreed by and between the parties hereto, anything 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 CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant 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.

Date: May 1, 2003

CHICAGO TITLE LAND TRUST COMPANY, as Trustee
Under Trust No. 1108642

By:

Lynnda A. Bama
Assistant Vice President



State of Illinois

County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 1st day of May, 2003 .



Sheila Davenport
NOTARY PUBLIC