

# UNOFFICIAL COPY

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1. The rate of interest charged under the Note shall be changed from 6.125% to 5.25% effective MAY 01, 2003.
2. Henceforth, the payments of principal and interest made under the Note shall be as follows:

of which is hereby acknowledged, the parties hereto agree as follows:  
 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:

AND, WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage as set forth herein;

WINNETKA, IL 60093

105 WOODLEY ROAD

Property address:

Permanent index number: 05-29-102-073-0000 AND 093-0000

Legal Description Attached

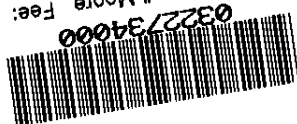
2000 as Document No. 00596839  
 or in part by a Mortgage and Assignment of Rents recorded AUGUST 07, 2000, secured either in whole or in part by a Mortgage dated JULY 01, 2000, secured either in whole or in part by a Mortgage and Assignment of Rents recorded AUGUST 07, 2000 covering the real estate described below:

under the Note, hereinafter called Second Party, WITNESSETH:  
 THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$ 700,000.00 dated JULY 01, 2000, secured either in whole or in part by a Mortgage and Assignment of Rents recorded AUGUST 07, 2000 covering the real estate described below:  
 the Owner of the property; and/or the Obligor  
MICHAEL D. MONICO AND TRIGIA T. MONICO  
 called Bank, and  
 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter

## MODIFICATION AND EXTENSION AGREEMENT

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

Eugene "Gene" Moore Fee: \$32.00  
 Cook County Recorder of Deeds  
 Date: 08/15/2003 08:36 AM Pg: 1 of 5



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By: TRICIA T. MONICO  
*Tricia T. Monico*

By: MICHAEL D. MONICO  
*Michael D. Monico*

SECOND PARTY:

By: SERGIO A. CANTOS  
IIS: R.V.P./CHIEF CREDIT OFFICER  
*Sergio A. Cantos*

BANK: REPUBLIC BANK OF CHICAGO, an Illinois banking corp.

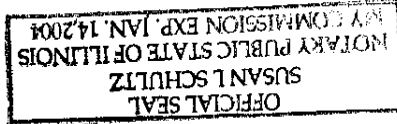
IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

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 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. 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 payments of principal and interest of \$ 3,913.09 each beginning JUNE 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 AUGUST 01, 2030.

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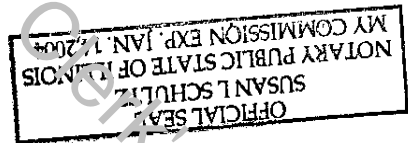


*Susan L. Schultz*  
Notary Public

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that MICHAEL D. MONICO, 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 2nd day of June, 2003.

STATE OF ILLINOIS  
] COUNTY OF COOK  
] ss  
]



*Susan L. Schultz*  
Notary Public

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, 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 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 2nd day of June, 2003.

STATE OF ILLINOIS  
] COUNTY OF COOK  
] ss  
]

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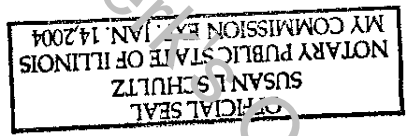
\_\_\_\_\_  
Notary Public

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, 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.

\_\_\_\_\_  
day of \_\_\_\_\_

STATE OF ILLINOIS  
] COUNTY OF \_\_\_\_\_  
] ss  
]

\_\_\_\_\_  
Notary Public



I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that TRICIA T. MONICO, 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.

\_\_\_\_\_  
day of \_\_\_\_\_, 2003.

STATE OF ILLINOIS  
] COUNTY OF COOK  
] ss  
]

# UNOFFICIAL COPY

Property of Cook County, Illinois

Permanent Index No.: 05-29-102-073-0000  
05-29-102-098-0000

Commonly known as: 105 WOODLEY ROAD, WINNETKA, IL 60093

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 SOUTH 0 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.

LEGAL DESCRIPTION

EXHIBIT A