

# UNOFFICIAL COPY



Doc#: 0324732195  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 09/04/2003 02:40 PM Pg: 1 of 5

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

## MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 11<sup>th</sup> day of JUNE, 2003 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and JOHN B. ADAMS AND JOAN U. ADAMS, the Owner of the property and/or the Obligor under the Note, herein after called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$115,000.00 dated OCTOBER 30, 2002, secured either in whole or in part by a Mortgage and Assignment of Rents recorded NOVEMBER 7, 2002 as Document No. 0021232989 covering the real estate described below:

Legal Description Attached

Permanent index number: 02-35-406-003

Property address: 335 N ELMWOOD LANE

PALATINE IL 60067

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 5.450% to 4.625% effective JUNE 1, 2003.
2. Henceforth, the payments of principal and interest made under the Note shall be as follows:

84  
R  
SN  
MY  
02

# UNOFFICIAL COPY

In payments of principal and interest of \$575.36 each beginning JULY 1, 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 DECEMBER 1, 2032.

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:  **EVP**  
SPERO A. CANTOS  
Its: E.V.P./CHIEF CREDIT OFFICER

**SECOND PARTY:**

  
By: JOHN B. ADAMS

  
By: JOAN U. ADAMS

Proprietor of Cook County Clerk's Office

# 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 SPERO A. CANTOS E.V.P./CHIEF CREDIT OFFICER 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 16<sup>th</sup> day of June , 2003.



Susan L. Schultz  
 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 JOHN B. ADAMS , 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 16<sup>th</sup> day of June , 2003.



Susan L. Schultz  
 Notary Public

# 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 JOAN U. ADAMS, 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 16<sup>th</sup> day of June, 2003.



Susan L. Schultz  
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 \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

UNOFFICIAL COPY 0021232989

- Adjustable Rate Rider     Condominium Rider     Second Home Rider  
 Balloon Rider     Planned Unit Development Rider     Other(s) [specify] \_\_\_\_\_  
 1-4 Family Rider     Biweekly Payment Rider

(H) "**Applicable Law**" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "**Electronic Funds Transfer**" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "**Escrow Items**" means those items that are described in Section 3.

(L) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "**Periodic Payment**" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500) as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "**Successor in Interest of Borrower**" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the County of COOK:

Real Property tax identification number is 02-35-406-003.

**LOT 94 IN PLUM GROVE ESTATES UNIT 4, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTION 1 AND SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 6 TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

which currently has the address of 355 N. ELMWOOD LANE, PALATINE, Illinois 60067 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,