



0327331023

Doc#: 0327331023

Eugene "Gene" Moore Fee: \$30.50

Cook County Recorder of Deeds

Date: 09/30/2003 08:43 AM Pg: 1 of 4

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 22nd day of May, 2003 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and CHRISTOS THOMAS AND PANGOULA THOMAS A/K/A KNOWN AS PENNY THOMAS, the Owners 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 \$375,000.00 dated February 2, 2000, secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 00287702 and 00287703, covering the real estate described below:

LOT 17 IN ALFE'S RESUBDIVISION OF LOTS 114 TO 124, BOTH INCLUSIVE IN BALLARD TERRACE, BEING A SUBDIVISION OF THE NORTHEAST QUARTER (1/4) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID ALFE'S RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JANUARY 11, 1960, AS DOCUMENT NUMBER 1903860.

Commonly known as: 9122 North Cumberland, Niles, IL 60053  
PIN: 09-14-318-026-0000

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 Two Hundred Thousand Six Hundred Seventy Five and 51/100 Dollars (\$200,675.51).

# 30.50

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2. The new monthly principal and interest payment will be \$1,665.97 effective June 2, 2003.
3. That the Interest Rate of such Note is hereby changed from the existing Interest Rate of 8.50% to the new Interest Rate of 6.625% effective May 2, 2003.
4. The language of such Note is hereby modified to read as follows:

Borrower may pay the unpaid principal of the loan in whole or in part upon payment of a prepayment fee calculated as follows: 2% of principal, if paid between May 2, 2003 and May 1, 2004, 2% of principal, if paid between May 2, 2004 and May 1, 2005 and 1% of principal if paid between May 2, 2005 and May 1, 2006. Thereafter, the loan may be prepaid without payment of prepayment fee

5. This agreement is subject to Second Party paying Bank a fee of \$750.00. ■

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 herebefore 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.

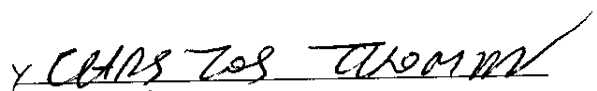
**BANK:**

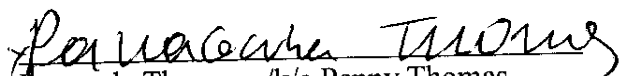
REPUBLIC BANK OF CHICAGO, an  
Illinois banking corp.

BY: 

Aris Halikias, Assistant Vice President

**SECOND PARTY:**

  
Christos Thomas

  
Pangoula Thomas a/k/a Penny Thomas

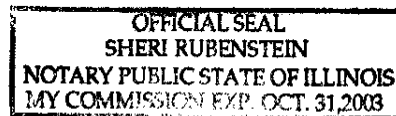
## UNOFFICIAL COPY

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 ARIS HALIKIAS 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 24<sup>th</sup> day of June, 2003

Sheri Rubenstein  
 Notary Public

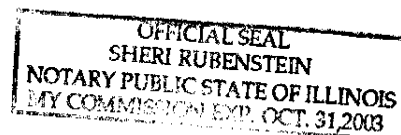


STATE OF ILLINOIS        ]  
                                       ] ss  
 COUNTY OF COOK         ]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that CHRISTOS THOMAS, 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 use and purposes therein set forth.

Given under my hand and notarial seal this 24<sup>th</sup> day of June, 2003

Sheri Rubenstein  
 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 PANGOULA THOMAS A/K/A PENNY THOMAS personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such officers of said Bank as Trustee, as their free and voluntary act and as the free and voluntary act and deed of said Trustee for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24<sup>th</sup> day of June, 2003

*Sheri Rubenstein*  
 Notary Public

