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Doc#: 0329617400
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 10/23/2003 01:58 PM Pg: 1 of 6

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 August, 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 June 22, 2003 to September 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.

BY: *Spero A. Cantos*, **EVP**
Spero A. Cantos,
Executive Vice President

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

This agreement is signed by COLE TAYLOR BANK not individually but solely as trustee under a certain Trust Agreement known as Trust No. 3028. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of these terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of COLE TAYLOR BANK is hereby expressly waived by the parties hereto and their respective successors and assigns.

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

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

[Signature]
Samih J. Jaber

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 Mario V. Gotanco, V.P. of Cole Taylor Bank and * 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 27th day of August, 2003

*Linda L. Horcher, Sr. Trust Officer



 Notary Public



Property
 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 Northeast $\frac{1}{4}$ 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