

# UNOFFICIAL COPY



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

Doc#: 0330504074  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 11/03/2003 10:21 AM Pg: 1 of 4

## MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 29<sup>TH</sup> day of JULY, 2003 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and BRUCE EDWARDS JR., the Owner of the property and/or the Obligor under the Note, hereinafter called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$167,800.00 dated JULY 31, 2001, secured either in whole or in part by a Mortgage and Assignment of Rents recorded AUGUST 09, 2001 as Document No. 0010730959 covering the real estate described below:

**Assignment of Real Estate: Recorded January 31, 2001 as Doc. # 0020128358**

Legal Description Attached

Permanent index number: 17-16-401-004 & 17-16-401-005

Property address: 800 S WELLS ST. #926

CHICAGO IL 60607

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 5.75% to 4.99% effective JULY 1, 2003.
2. Henceforth, the payments of principal and interest made under the Note shall be as follows:

3  
P  
M  
12/11

**UNOFFICIAL COPY**

In payments of principal and interest of \$905.18 each beginning AUGUST 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 AUGUST 1, 2031.

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:

  
SPERO A. CANTOS

Its: E.V.P./CHIEF CREDIT OFFICER

**SECOND PARTY:**

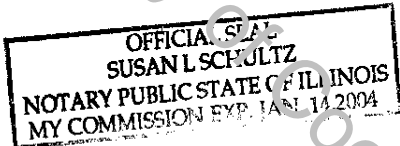
  
By: BRUCE EDWARDS JR.

# 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 4<sup>th</sup> day of August, 2003

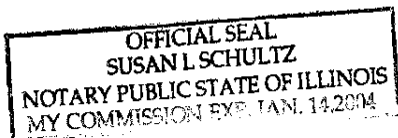


Susan L. Schultz  
Notary Public

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 BRUCE EDWARDS JR., 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 4<sup>th</sup> day of August, 2003



Susan L. Schultz  
Notary Public

# UNOFFICIAL COPY

## EXHIBIT A

PARCEL 1: UNIT 0926 IN THE RIVER CITY PRIVATE RESIDENCES AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF BLOCKS 85 AND 86 IN THE SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE FILLED OLD CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, TAKEN AS A TRACT; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0010692223, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF S926, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0010692223.

PARCEL 3: EASEMENTS FOR INGRESS, EGRESS, USE AND ENJOYMENT FOR THE BENEFIT OF PARCELS AFORESAID AND OTHER PROPERTY AS CREATED BY AMENDED AND RESTATED GRANT AND RESERVATION OF EASEMENTS PERTAINING TO THE PROJECT COMMONLY KNOWN AS RIVER CITY, 800 SOUTH WELLS STREET, CHICAGO, ILLINOIS, DATED MARCH 14, 2001 AND RECORDED MARCH 28, 2001 AS DOCUMENT NUMBER 0010245091.

PIN NO.: 17-16-401-004-0000 AND 17-16-401-005-0000

COMMON ADDRESS: 800 S. WELLS, CHICAGO, IL 60607

Property of Cook County Clerk's Office

10730959