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

Doc#: 0330504075
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 11/03/2003 10:21 AM Pg: 1 of 5

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 16TH day of JULY, 2003 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and FENTON C. BOOTH AND SUSAN E. BOOTH, 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 \$255,000.00 dated APRIL 15, 1999, secured either in whole or in part by a Mortgage and Assignment of Rents recorded APRIL 23, 1999 as Document No. 99391089 covering the real estate described below:

Document Reference: Assignment of Mortgage Doc #99391090

Legal Description Attached

Permanent index number: 14-32-401-043

Property address: 1900 NORTH MAUD AVE

CHICAGO IL 60614

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 7.125% to 4.125% effective JULY 1, 2003.

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- 2. Henceforth, the payments of principal and interest made under the Note shall be as follows:

In payments of principal and interest of \$1,276.45 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 MAY 1, 2029.


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.

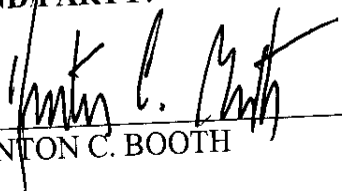
Notwithstanding the foregoing, Second Party expressly waives any defenses which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party 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.

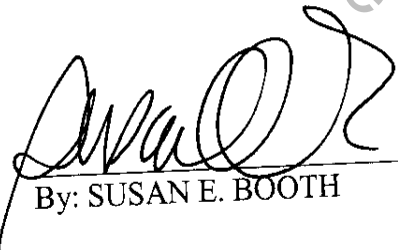
IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

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

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

SECOND PARTY:


By: FENTON C. BOOTH

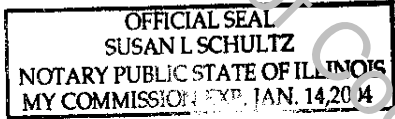

By: SUSAN E. BOOTH

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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 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 25th day of July, 2003

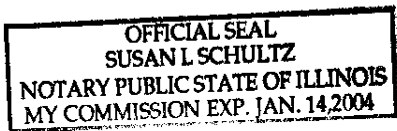


Susan R. Schultz
Notary Public

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 FENTON C. BOOTH, 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 25th day of July, 2003



Susan R. 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 SUSAN E. BOOTH, 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 25th day of July, 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

CHICAGO TITLE INSURANCE COMPANY
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LOAN POLICY (1992)

SCHEDULE A (CONTINUED)

ORDER NO.: IL9910658

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

LOT 103 IN SUBDIVISION OF BLOCK 3 AND THE NORTH PART OF BLOCK 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.