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Doc#: 0401346056
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 01/13/2004 10:25 AM Pg: 1 of 5

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

Republic Bank, F/W/A
Marquette National Bank

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 12th day of November, 2002 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and Marquette National Bank, not personally but as trustee under a certain trust agreement dated July 5, 1973 and known as trust number 6203, and Richard V. Styczynski, 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 \$290,000.00 dated June 30, 1996, secured either in whole or in part by a Mortgage recorded as Document No. 98-932547, covering the real estate described below:

LOTS 25 AND 26 IN BLOCK 12 IN FREDERICK H. BARTLETT'S 63RD STREET INDUSTRIAL DISTRICT IN THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent index number: 19-18-406-023-0000
19-18-406-024-0000

Property address: 6059 South Oak Park Avenue
Chicago, IL 60638

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 maturity date of the Note and Mortgage hereinbefore described is hereby extended from March 1, 2001 to March 1, 2006.

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2. As of the date hereof, the amount of the principal indebtedness is Two Hundred Twenty Eight Thousand Four Hundred Thirty Eight and 82/100 Dollars (\$228,438.82).

3. That the Interest Rate of such Note is hereby modified from the existing Interest Rate of 9.75% to the new Interest Rate of ~~8.25%~~ ^{7.00%} effective December 1, 2002.⁰³ *JJP RVS*

4. The new monthly principal and interest payment will be \$1,962.81 effective January 1, 2003.⁰⁴ *JJP RVS*

5. That the terms of such Note are hereby amended to include the following:

Borrower may pay the unpaid principal of the loan in whole or in part upon payment of a prepayment fee calculated as follows: 3% of principal, if paid between March 1, 2001 and February 28, 2002, 2% of principal if paid between March 1, 2002 and February 28, 2003, and 1% of principal if paid between March 1, 2003 and February 28, 2004. Thereafter, the loan may be prepaid without payment of prepayment fee.

6. This agreement is subject to Second Party paying Bank a renewal fee of \$400.00.

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 case 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.

SECOND PARTY:
Marquette National Bank, not personally
but as trustee, under a certain trust
Agreement dated July 5, 1973 and known
as trust number 6203

BY: *Dani J. Papp*
Its: *Vice President*

BY: *[Signature]*
Its: *[Signature]*

ATTEST: *Mary Dodenz*
Its: *[Signature]*

[Signature]
Richard V. Styczynski

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the making of this instrument
said Marquette National Bank, not personally
but as trustee, under a certain trust
Agreement dated July 5, 1973 and known
as trust number 6203

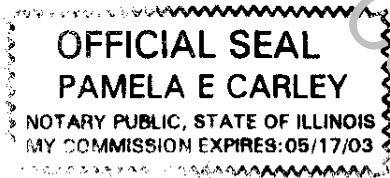
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STATE OF ILLINOIS]
] ss
COUNTY OF COOK]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Daniel J. Pepin 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 his 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 14 day of November, 2002



Pamela E Carley
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 Richard Styczynski 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 14 day of November, 2002



[Signature]
Notary Public

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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 GLENN E. SKINNER JR. AND MARY GODINEZ 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 9th day of JANUARY, 2004.



Angelina M. Laba
 Notary Public

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