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Doc#: 0404916139
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 02/18/2004 11:37 AM Pg: 1 of 4

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

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 27th day of January, 2004 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and HONORIO PADRON, 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 \$1,125,000.00 dated May 6, 2002, secured either in whole or in part by a Mortgage recorded May 14, 2002 as Document No 0020548818 covering the real estate described below:

Legal Description Attached

Permanent index number: 17-03-207-068-1075

Property address: 950 N. Michigan Avenue #4202

Chicago, IL 60611

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. As of the date hereof, the amount of the principal indebtedness is One Million and 0/100 Dollars (\$1,000,000.00).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from January 2, 2004 to April 2, 2004.

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- 3. This agreement is subject to Second Party paying Bank a fee of \$3,000.
- 4. This agreement is subject to Second Party paying a documentation fee to Bank of \$250.00.

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 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. 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 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.

SECOND PARTY:

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

Honorio Padron, individually 2/3/04

Proprietary Document County Clerk's Office

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STATE OF ILLINOIS]
] ss
 COUNTY OF De Page]

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 EVP/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 4th day of February, 2004



Melissa A. Bramwell
 Notary Public

STATE OF ~~ILLINOIS~~ New Jersey]
] ss
 COUNTY OF Hudson]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Honorio Padron, 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 3 day of February, 2004.

Vilma Diaz
 Notary Public

VILMA M. DIAZ
NOTARY PUBLIC OF NEW JERSEY
 Commission Expires 12/23/2008

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Exhibit A

Parcel 1:

Unit 42 C in One Magnificent Mile Condominium as delineated on a survey of parts of certain lots in Moss Subdivision of part of Lot 10, and parts of certain lots and vacated alley lying south of the South line of certain lots in Lawrence's' Subdivision of part of Lot 7, all in the Subdivision of the North 1/2 of Block 8 in Canal Trustee's Subdivision of the South Fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

Which survey is attached as Exhibit "A" to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as document number 26845241 together with its undivided percentage interest in the common elements.

Parcel 2:

All those certain easements, privileges, rights of use, and all other benefits described in that certain One Magnificent Mile Declaration of Covenants, Conditions, Restrictions and Easements made and entered into as of November 1, 1983, by LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated September 14, 1978, and known as Trust Number 100049 and recorded November 1, 1983, as document number 26845239, and as created for the benefit of Parcel 1 by a deed from LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated September 14, 1978, and known as Trust Number 100049 to LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated April 1, 1981, and known as Trust Number 103785, dated November 1, 1983, and recorded November 1, 1983 as document number 26845240, all in Cook County, Illinois.

Proprietary Cook County Clerk's Office