



Doc#: 0405422042
Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 02/23/2004 09:47 AM Pg: 1 of 8

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 30th day of January, 2004 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and ENRIQUE OJEDA, JOSE LUIS OJEDA, AND CELESTINO OJEDA (herein called "Original Guarantors"), RUTH KALL, BASILIO ZUNIGA, AND DEBORAH ZUNIGA (herein called "Replacement Guarantors"), and GOOD SHEPHERD CHURCH OF GOD 7TH DAY, an Illinois not-for-profit corporation, the Owner of the property and/or the Obligor under the Note, and hereinafter called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$182,000.00 dated May 26, 2000, secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document No. 00451444 and 00451445, respectively, covering the real estate described below:

PARCEL 1: LOT 13 AND THE SOUTH 1/2 OF LOT 14 IN BLOCK 6 IN CLYDE'S FIRST DIVISION, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF SAID WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 29) IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTHERLY 12.5 FEET OF LOT 19 AND ALL OF LOTS 20 AND 21 IN BLOCK 11 IN CLYDE SECOND DIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING AND RESERVING, HOWEVER, UNTO SAID GRANTOR, GLACIER PARK COMPANY, INC., ITS SUCCESSORS AND ASSIGNS, ALL OF THE COAL, OIL, GAS, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE UNDERLYING THE SURFACE OF THE PREMISES PER DEED FROM GLACIER PARK COMPANY, INC. TO BEREAN BIBLE STUDENTS CHURCH RECORDED APRIL 19, 1989 AS DOCUMENT 89173350.

S-Y
P-8
S-N
M-Y
M.I.

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Commonly known as: 5930 West 28th Street, Cicero, IL 60804
 PIN: 16-29-405-016-0000
 16-29-410-010-0000

WHEREAS, Second Party has requested that Bank modify the terms of said Note and Mortgage by substituting certain guaranties, the rate of interest charged under the note, extending the maturity thereof, and as otherwise 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 HUNDRED SIXTY FIVE THOUSAND FIVE HUNDRED FORTY-NINE AND 65/100 DOLLARS (\$165,549.65)
2. The Interest Rate of such Note is hereby reduced from the existing Interest Rate of 9.0% to the new Interest Rate of 6.75% effective February 1, 2004.
3. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from June 1, 2005 to February 1, 2009.
4. The new monthly payment will be in monthly installments of principal and interest in the amount of One Thousand Four Hundred Seventy-Three and 20/100 Dollars (\$1,473.20) each beginning March 1, 2004 and continuing on the 1st day of each and every month thereafter, except that all sums due shall be due and payable on February 1, 2009.
5. Second Party has requested that Original Guarantors be released as guarantors by the Bank and Replacement Guarantors be substituted as guarantors in their stead. The Replacement Guarantors agree to be bound by all the terms and conditions of said commercial guaranties as if original parties thereto and to execute new substitute guaranties. Furthermore, Replacement Guarantors acknowledge having reviewed the loan documents and agree to their terms and to be bound by the same.
6. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00.
7. This agreement is subject to Second Party paying Bank a renewal fee of \$500.00.

Second Party and Replacement Guarantors warrant and certify 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.

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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 and each Replacement Guarantor expressly waive any defense 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 and Each Replacement Guarantor 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 institution

SECOND PARTY:
GOOD SHEPHERD CHURCH OF GOD
7TH Day

BY: Marge Schiavone
MARGE SCHIAVONE, VICE PRESIDENT

BY: Harry Kall
HARRY KALL, PRESIDENT

CONSENTED TO BY GUARANTORS:

Harry Kall
HARRY KALL, INDIVIDUALLY

Enrique Ojeda
ENRIQUE OJEDA, INDIVIDUALLY

Jose Luis Ojeda
JOSE LUIS OJEDA, INDIVIDUALLY

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Celestino Ojeda

CELESTINO OJEDA, INDIVIDUALLY

Ruth E. Kall

RUTH KALL, INDIVIDUALLY

Basilio Zuniga

BASILIO ZUNIGA, INDIVIDUALLY

Deborah Zuniga

DEBORAH ZUNIGA, INDIVIDUALLY

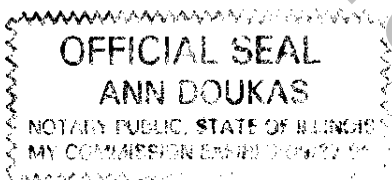
Property of Cook County Clerk's Office

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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 the above named MARGE SCHIAYONE, 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 she 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 her 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 9th day of FEBRUARY, 2004.

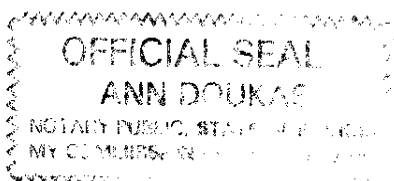


Ann Doukas
Notary Public

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 HARRY KALL, 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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of FEBRUARY, 2004.



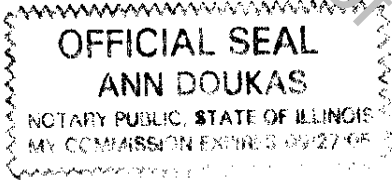
Ann Doukas
Notary Public

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 ENRIQUE OJEDA, 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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of FEBRUARY, 2004.



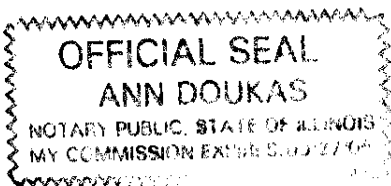
Ann Doukas

 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 JOSE LUIS OJEDA, 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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of FEBRUARY, 2004.



Ann Doukas

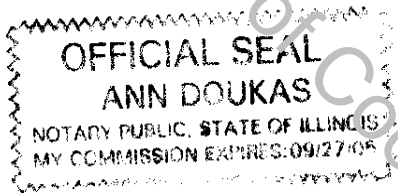
 Notary Public

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 CELESTINO OJEDA, 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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of FEBRUARY, 2004.

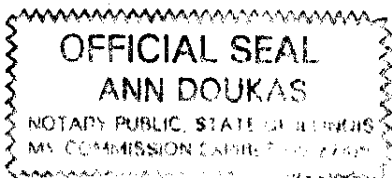


Ann Doukas
Notary Public

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 RUTH KALL, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of FEBRUARY, 2004.



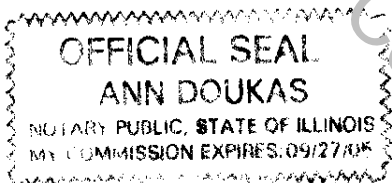
Ann Doukas
Notary Public

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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 BASILIO ZUNIGA, 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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of FEBRUARY, 2004.



Ann Doukas

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 DEBORAH ZUNIGA, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of FEBRUARY, .



Ann Doukas

Notary Public