

# UNOFFICIAL COPY



Doc#: 0511822127  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 04/28/2005 11:06 AM Pg: 1 of 4

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

## MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 5th day of April, 2005 between REPUBLIC BANK OF CHICAGO an Illinois banking corporation, hereinafter called Bank, and GATEWEST, LLC, an Illinois limited liability company, 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 a Revolving Line of Credit Note in the amount of \$10,500,000.00 dated October 4, 2002, secured either in whole or in part by a Commercial Mortgage, Security Agreement, and Assignment of Leases and Rents recorded as Document No. 0021126585, now covering only the real estate described below due to partial releases having been given.

SEE ATTACHED EXHIBIT "A"

Commonly Known As: 135<sup>th</sup> & Ridgeland  
PIN: 24-31-404-014 to -017,  
24-31-404-022 to -029,  
24-31-404-031 to -041

WHEREAS, the parties hereto previously modified the terms of said Note and Mortgage by, among other things, reducing the principal amount of the Note, and now wish to extend the maturity thereof 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 April 4, 2005 to July 5, 2005.
2. This agreement is subject to Second Party paying Bank a \$500.00 attorney fee.

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.

SY  
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MY  
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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.

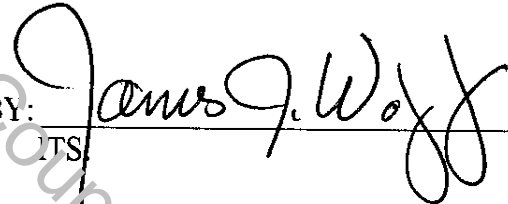
Notwithstanding the foregoing, Second Party expressly waives any defenses which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party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

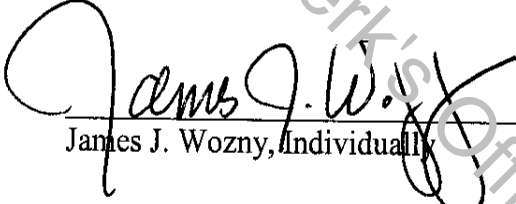
**BANK:**  
REPUBLIC BANK OF CHICAGO, an  
Illinois banking corp.

**SECOND PARTY:**  
GATEWEST, LLC

BY:   
ITS: Marge Schiavone, Vice President

BY:   
ITS:

**CONSENTED TO BY GUARANTOR:**

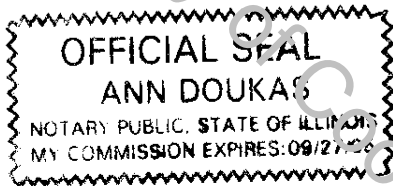
  
James J. Wozny, Individually

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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 SCHIAVONE, 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 5<sup>th</sup> day of April, 2005.



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 JAMES J. WOZNY, 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 8<sup>th</sup> day of April, 05.

Laura Brefeld  
Notary Public



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## EXHIBIT "A"

STREET ADDRESS: 135<sup>th</sup> & Ridgeland

CITY: Palos Heights

PIN: 24-31-404-014 to -017,  
24-31-404-022 to -029,  
24-31-404-031 to -041

### LEGAL DESCRIPTION:

PARCEL 1:

LOTS 15 (EXCEPT UNIT 1501 WITHIN MENTIONED LOT), 16, 17, 34, 37, 38, AND 39 (EXCEPT UNITS 3901 AND 3906 WITHIN MENTIONED LOT), IN WESTGATE VALLEY TOWNHOME SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1999 AS DOCUMENT NO. 99673926, AND BY CERTIFICATE OF CORRECTION RECORDED APRIL 17, 2000 AS DOCUMENT NO. 00266257, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: WESTGATE VALLEY TOWNHOMES  
PALOS HEIGHTS, IL 60463

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