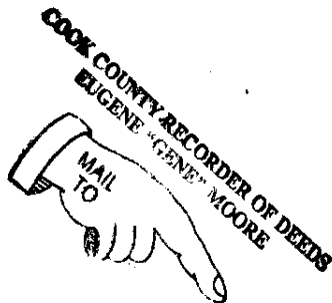


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Doc#: 0511822128  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 04/28/2005 11:06 AM Pg: 1 of 4



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 15<sup>th</sup> day of April, 2005 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and MARIA HERNANDEZ, 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 \$160,000.00 dated February 28, 1991, secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 91104979 and 91104978, respectively, covering the real estate described below:

LOT 31 (EXCEPT THE WEST 9.67 FEET) ALL OF LOT 32 AND THE WEST 5 FEET OF LOT 33 IN BLOCK 13 IN W.D. MURDOCK'S MARQUETTE PARK ADDITION BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 50 FEET THEROF) OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3928 West 71<sup>st</sup> Street, Chicago, Illinois  
PIN: 19-23-328-049

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 Hundred Twenty Eight Thousand Six Hundred Eighty One and 29/100 Dollars (\$128,681.29).
2. At the time that the Note and Mortgage were executed, Title to the above real estate was held in the names of Felipe Hernandez and Maria Hernandez as joint tenants. After the passing of Felipe Hernandez, title passed solely to Maria

SY  
P4  
MY  
BMR

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Hernandez by operation of law. Accordingly, the Note and Mortgage shall be amended to reflect Maria Hernandez as the sole holder of title.

3. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from March 1, 2005 to April 1, 2010.
4. The Interest Rate of the Note is lowered from the existing Interest Rate of 7.75% to the new Interest Rate of 7.00% effective March 1, 2005.
5. The prepayment provisions of the Note shall be amended to read as follows:  
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, 2005 and February 28, 2006, 2% of principal, if paid between March 1, 2006 and February 28, 2007 and 1% of principal if paid between March 1, 2007 and February 28, 2008. Thereafter, the loan may be prepaid without payment of prepayment fee
6. The monthly payment of principal and interest shall be changed to monthly installments of principal and interest in the amount of One Thousand Five and 27/100 Dollars (\$1,005.27) each beginning May 1, 2005 and continuing on the 1<sup>st</sup> day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on April 1, 2010.
7. This agreement is subject to Second Party paying Bank a modification fee of \$640.00, and a documentation fee 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 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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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 ARIS HALIKIAS 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 20<sup>TH</sup> day of APRIL, 2005

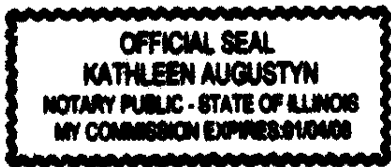


*Kathleen Augustyn*  
Notary Public

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 MARIA HERNANDEZ, 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 HER free and voluntary act, for the use and purposes therein set forth.

Given under my hand and notarial seal this 20<sup>TH</sup> day of APRIL, 2005



*Kathleen Augustyn*  
Notary Public

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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:**

BY:

*Aris Halikias*  
Aris Halikias, Asst. Vice President

*Maria Hernandez*  
Maria Hernandez

Property of Cook County Clerk's Office