

UNOFFICIAL COPY



Doc#: 0519315067
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 07/12/2005 09:42 AM Pg: 1 of 4

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 28th day of June, 2005 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and GREGORIO SALDANA AND SYLVIA SALDANA, 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 \$108,750.00 dated May 23, 2000 secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 00676537 and 00676538, covering the real estate described below:

LOT 22 IN BLOCK 8 IN WILLIAM A. BOND AND COMPANY'S ARCHER HOME ADDITION BEING A RESUBDIVISION OF BLOCKS 1 TO 16 INCLUSIVE IN WILLIAM A. BOND'S SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID LOT LYING EAST OF A LINE DRAWN 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 10) IN COOK COUNTY, ILLINOIS.

Commonly known as: 4852 South Pulaski, Chicago, IL 60632
PIN: 19-10-215-041-0000

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgages 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 Ninety Six Thousand Seven Hundred Forty Four and 19/100 Dollars (\$96,744.19)
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from May 23, 2005 to July 23, 2005.

S-y
P-4
M-y
KLS

UNOFFICIAL COPY

3. This agreement is subject to Second Party paying Bank interest due in the amount of \$745.74.
4. This Agreement is subject to the condition that Second Party provided Bank with such information as Bank may require that shows that the subject real estate is insured as required by the Mortgage and other loan documents

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.

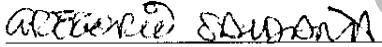
Notwithstanding the foregoing, Second Party expressly waives any defenses which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party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


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, Assistant Vice President


Gregorio Saldana, Individually


Sylvia Saldana, Individually

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 GREGORIO SALANA, 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 1ST day of JULY, 2005

Kathleen Augustyn
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 SYLVIA SALDANA, 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 1ST day of JULY, 2005



Kathleen Augustyn
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 the above named 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 1ST day of JULY, 2005



Kathleen Augustyn
 Notary Public

Property of Cook County Clerk's Office