

# UNOFFICIAL COPY



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

Doc#: 0534204166 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/08/2005 09:05 AM Pg: 1 of 4

*R1173028*  
**CTIC-HE**

## MODIFICATION AGREEMENT

THIS AGREEMENT made as of this 25<sup>th</sup> day of October, 2005 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, (hereinafter called Bank), and Leavitt 2108 LLC, an Illinois Limited Liability Company, (hereinafter called "New Owner"), and Robert C. Pearl, BORROWER, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$513,750.00 dated March 26, 2003, made by Robert C Pearl and Gregory S. Raymond (Gregory S. Raymond having been deleted as a maker upon the assumption of the loan by New Owner), secured either in whole or in part by a Mortgage of even date recorded April 7, 2003, as Document No. 030464196 covering the real estate legally described below:

Legal Description Attached

Permanent index number: 14-31-125-042-0000  
Property address: 2108 N Leavitt  
Chicago, IL 60647

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:

The rate of interest charged under the Note changed from 5.750% to 5.625% effective as of April 1, 2003 and then changed from 5.625% to 5.375% effective as of April 1, 2004.

The installments of principal and interest, made under the Note changed to \$2799.71, based on the last change of interest rate.

The rate of interest and above payment of principal and interest shall remain in effect until the first change date of your note on April 1, 2013, and shall change on each change date thereafter.

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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, suites 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.

BY: Robert Ghilarducci V.P.  
Robert Ghilarducci  
Its: Vice President

**SECOND PARTY:**

**Leavitt 2108 LLC**

BY: Robert C. Pearl, its Manager  
Robert C. Pearl

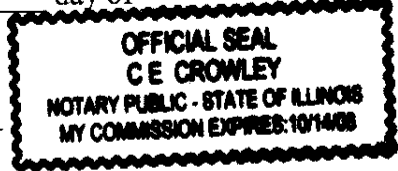
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STATE OF ILLINOIS ]  
COUNTY OF DuPAGE ] SS

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named ROBERT GHILARDUCCI, VICE PRESIDENT, 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 his 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 8<sup>th</sup> day of Nov., 2005.

C E Crowley  
Notary Public

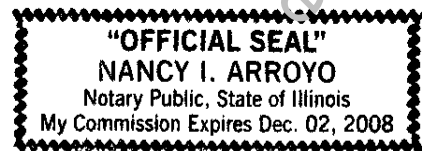


STATE OF ILLINOIS ]  
COUNTY OF COOK ] SS

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Robert C. Pearl, personally appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2<sup>nd</sup> day of November, 2005.

Nancy I. Arroyo  
Notary Public



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## Legal Description

THE SOUTH  $\frac{1}{2}$  OF LOT 29 AND ALL OF LOT 30 IN BLOCK 14 IN HOLSTEIN, A SUBDIVISION IN THE WEST  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office