



Doc#: 0928208028 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/09/2009 07:25 AM Pg: 1 of 4

Prepared by and Mail to:
Commercial Loan Dept.
Republic Bank of Chicago
2221 Camden Court, Floor 1
Oak Brook, IL 60523



Doc#: Fee: \$4.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/09/2009 07:25 AM Pg: 0

R1197492

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 23rd day of September, 2009 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Bank, and LAIS CORONA and ALEJANDRA CORONA, and/or the Obligor under the Note, CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TO LASALLE NATIONAL BANK, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF LASALLE NATIONAL BANK ASSOCIATION AS TRUSTEE U/T/A DATED AUGUST 15, 2007 AND KNOWN AS TRUST NUMBER 128029, the Owner of the property, and Alejandra's Mexican Cuisine, Inc., the Guarantor and the Owner of the property, under the Note hereinafter called Second Party, WITNESSETH:

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THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$100,000.00 dated December 25, 2007, secured either in whole or in part by a Junior Mortgage and Assignment of Rents recorded as Document No's. 0414842048, 0702933042 and 0414842049 respectively, covering the real estate described below:

LOT 14 IN BLOCK 4 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NUMBER 3, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF RECORDED AS DOCUMENT 12378621 IN COOK COUNTY, ILLINOIS.

Commonly known as: 360 E. North Avenue, Northlake, IL 60164
PIN: 12-32-409-028-0000

FURTHER secured either in whole or in part by a Junior Mortgage recorded as Document No's. 0414842051, 0702933037 (modified), respectively, covering the real estate described below:

LOTS 6 AND 7 IN BLOCK 5 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NUMBER 3 BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1939 AS DOCUMENT 12378621 IN COOK COUNTY, ILLINOIS.

Commonly Known As: 400 E. North Avenue, Northlake, IL 60164
PIN: 12-32-410-006-0000 and 12-32-410-007-0000

FURTHER secured either in whole or in part by a Junior Mortgage recorded as Document No's. 0414842050 respectively, covering the real estate described below:

LOT 7 IN BLOCK 5 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NUMBER 3 BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1939 AS DOCUMENT 12378621 IN COOK COUNTY, ILLINOIS.

Commonly Known As: 404 E. North Avenue, Northlake, IL 60164
PIN: 12-32-410-007-0000

FURTHER SECURED either in whole or in part by the commercial assets of Alejandra's Mexican Cuisine, Inc., as evidenced by the financing statement filed by the Secretary of State on January 23, 2008 as Document No. 12897561.

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by extending the maturity, delete the revolving credit feature and modify the monthly payments thereof as otherwise set forth herein;

UNOFFICIAL COPY

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 Thousand and NO/100 Dollars (\$100,000.00).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from May 25, 2009 to May 25, 2012.
3. The Note and Mortgages shall be modified so as to delete the revolving credit feature contained therein. It is expressly understood that no additional funds shall be advanced under this loan.
4. The Note shall be modified to allow for the payment of interest only during the months of June, July, August and September of 2009, at which time, the new monthly payment will convert to monthly payments of principal in the amount of \$500.00 plus interest beginning October 25, 2009 and continuing on the 25th day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on May 25, 2012.
5. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00 and interest due for the months of June, July, August and September in the amount of \$1,879.17

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.

BY: Gordon Carlson
Gordon Carlson,
Vice President

SECOND PARTY:

x Luis Corona
Luis Corona, Individually

x Alejandra Corona
Alejandra Corona, Individually

CONSENTED TO BY GRANTOR:

Chicago Title Land Trust Company as successor to LaSalle National Bank, not personally but as Trustee on behalf of LaSalle National Bank Association as Trustee U/T/A Dated August 15, 2001 and known as Trust Number 128029

BY: [Signature]
Its: Trust Officer

SIGNATURES CONTINUED ON NEXT PAGE

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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CONSENTED TO BY GRANTOR:

Alejandra's Mexican Cuisine, Inc.

BY: Alejandra Corona
Alejandra Corona, President

BY: Luis Corona
Luis Corona, Secretary

CONSENTED TO BY GUARANTOR:

Alejandra's Mexican Cuisine, Inc.

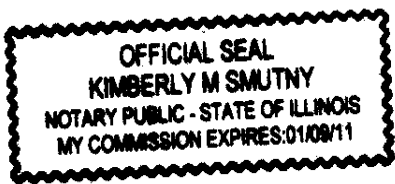
BY: Alejandra Corona
Alejandra Corona, President

BY: Luis Corona
Luis Corona, Secretary

STATE OF ILLINOIS]
] ss
COUNTY OF DeKalb]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that GORDON CARLSON 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 Oct, 2009.



[Signature]
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 LUIS CORONA 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 Oct, 2009.



[Signature]
Notary Public
GLENN MILLER

UNOFFICIAL COPY

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 ALEJANDRA CORONA, 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 1st day of October, 2009



[Signature]
Notary Public
GLENN MILLER

STATE OF ILLINOIS]
COUNTY OF Lake] ss

* Eva Higi, Trust Officer of
CHICAGO TITLE LAND TRUST COMPANY

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that *, 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 2nd day of October, 2009



[Signature]
Notary Public