



Doc#: 0928608511 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/13/2009 01:17 PM Pg: 1 of 5

2199401  
Prepared by and Mail to:  
Commercial Loan Dept.  
Republic Bank of Chicago  
2221 Camden Court  
Oak Brook, IL 60523

## CTIC-HE

### MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 11th day of August, 2009 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Bank, and Sam's 24 Hour Towing, Inc., the Obligor under the Note, North Star Trust Company as successor to National Bank of Commerce, not personally but as Trustee U/T/A dated August 12, 1999 A/K/A Trust Number 9923, the Owner of the property and Edward Hornbostel the Guarantor under the Note, hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of Note in the amount of \$135,000.00 dated January 26, 2005, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions thereof secured either in whole or in part by a Mortgage recorded as Document Nos. 0507502119 respectively, covering the real estate described below:

#### SEE ATTACHED EXHIBIT A

Commonly known as: 9328-30 Franklin Avenue, Franklin Park, IL 60131  
PIN: 12-27-111-032-0000, 12-27-111-039-0000, 12-27-111-043-0000, 12-27-111-044-0000, 12-27-111-045-0000, 12-27-111-046-0000, 12-27-121-007-0000

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by decreasing the interest rate and recalculating the monthly principal and interest payment based upon a 7 year amortization and as otherwise 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 Eighty Seven Thousand Five Hundred Seventy Nine and 57/100 Dollars (\$87,579.57).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from June 26, 2009 to December 1, 2010.
3. That the Interest Rate of such Note is hereby modified from the existing fixed interest rate of 7.88% to the new fixed interest rate of 7.00% effective June 26, 2009.
4. The new monthly payment will be in monthly installments of principal and interest in the amount of One Thousand Three Hundred Twenty Seven and 60/100 Dollars (\$1,327.60) each beginning August 1, 2009 and continuing on the 1st day of each and every month

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thereafter, except that all sums due, if not sooner paid, shall be due and payable on December 1, 2010.

5. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00 August 1, 2009 principal and interest payment due in the amount of \$1,327.60

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.

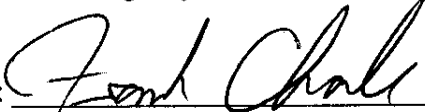
In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

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.

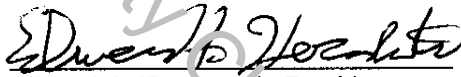
**BANK:**

REPUBLIC BANK OF CHICAGO, an Illinois banking corp.

BY:   
Frank Chale, Vice President

**SECOND PARTY:**

Sam's 24 Hour Towing Service, Inc.

  
Edward F. Hornbostel - President

  
Veronica Hornbostel - Secretary

**GRANTOR:**

North Star Trust Company as successor to National Bank of Commerce, not personally but as Trustee U/T/A dated August 12, 1999 A/K/A Trust Number 9923

By:   
Authorized Signer

**CONSENTED TO BY GUARANTORS:**

  
Edward F. Hornbostel

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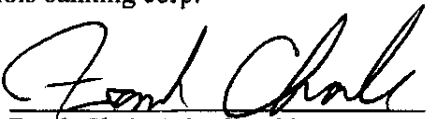
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Illinois banking corp.

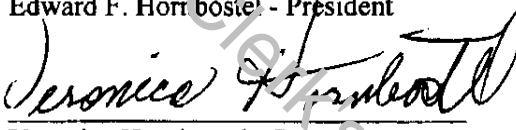
BY:

  
Frank Chale, Vice President

**SECOND PARTY:**

Sam's 24 Hour Towing Service, Inc.

  
Edward F. Hornbostel - President

  
Veronica Hornbostel - Secretary

**TRUSTEE:**

North Star Trust Company as successor to  
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Authorized Signer

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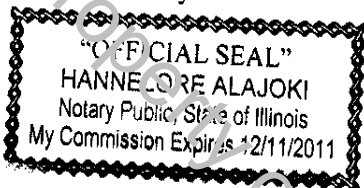
  
Edward F. Hornbostel

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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 Frank Chale 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 24<sup>th</sup> day of August, 2009



Hannelore Alajoki  
 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 EDWARD HORNBOSTEL, 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.

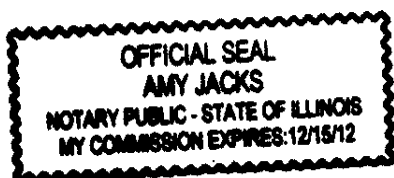
Given under my hand and notarial seal this 25 day of September, 09.



STATE OF ILLINOIS ]  
 ] ss  
 COUNTY OF Lake ]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that VERONICA HORNBOSTEL, 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 25 day of September, 09.



Amy Jacks  
 Notary Public

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STATE OF ILLINOIS     )  
                                       )  
 COUNTY OF COOK        )

I, Therese M. Lohse, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT Silvia Medina, Trust Officer and Laurel D. Thorpe, Trust Officer of said corporation, who is personally known to me to be the same whose name (s) is subscribed to the foregoing instrument as such Trust Officer and Trust Officer of North Star Trust Company, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 2nd day of October, 2009



NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

