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Doc#: 0929508208 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/22/2009 02:08 PM Pg: 1 of 3

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

R1199524

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 11th day of September, 2009 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 EIGHTY THOUSAND EIGHT HUNDRED EIGHTY FOUR and 96/100 Dollars (\$80,884.96)

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2. That the Interest Rate of such Note is hereby modified from the existing Interest Rate of 7.75% to the new Interest Rate of 6.25%, said interest will commence with the August 23, 2009 payment and continue through maturity, which is July 23, 2010.
3. The new monthly payment will be in monthly installments of interest and tax escrow beginning August 23, 2009 and continuing on the 23rd day of each and every month thereafter, only until maturity, which is July 23, 2010.
4. This agreement is subject to Second Party paying the Bank interest in the amount of \$908.27 for the months of August and September 2009.

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: Marge Schiavone
Marge Schiavone,
Senior Vice President

SECOND PARTY:

GREGORIO SALDANA
Gregorio Saldana, Individually

Sylvia Saldana
Sylvia Saldana, Individually

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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 the above named MARGE SCHIAVONE 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 such officer of said Bank and caused the seal of said Bank to be thereunto affixed as her 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 15th day of SEPTEMBER, 2009

Ann Lolas

Notary Public

STATE OF ILLINOIS]
] ss
COUNTY OF COOK]

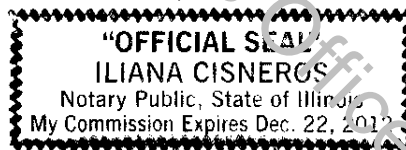
I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that GREGORIO SALDANA, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed 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 11th day of Oct., 2009

Iliana Cisneros

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 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 _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of Oct., 2009

Iliana Cisneros

