

# UNOFFICIAL COPY

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Doc#: 0930808008 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/04/2009 09:11 AM Pg: 1 of 4

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

R1199648

## MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 1<sup>st</sup> day of October, 2009 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Bank, and STEWARDSHIP HOLDINGS LLC, the Owner of the property and/or the Obligor under the Note, and Al Giudice and Rene Garcia, the Guarantors under the Note, hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of a certain Note in the amount of \$240,000.00 dated December 20, 2004, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions thereof secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 0508026085, 0508026086 and 0902145067 respectively, covering the real estate described below:

LOTS 22 AND 23 IN BLOCK 1 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT NO. 12378621 IN COOK COUNTY, ILLINOIS.

Commonly known as: 52 East North Avenue, Northlake, IL 60164  
PIN: 12-32-326-043-0000 and 12-32-326-042-0000

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by extending the maturity thereof 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 Two Hundred Four Thousand One Hundred Seventy Six and 20/100 Dollars (\$204,176.20).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from September 20, 2009 to March 20, 2010.
3. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00, accrued interest due in the amount of \$1,406.55 through September 20, 2009, and escrow fee of \$1,472.44.

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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, 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 corporation

**SECOND PARTY:**  
Stewardship Holdings LLC

BY: Gordon V. Carlson  
Gordon V. Carlson,  
Vice President

BY: [Signature]  
Al Giudice, Member

BY: [Signature]  
Rene Garcia, Member

**CONSENTED TO BY GUARANTORS:**

[Signature]  
Al Giudice, Individually

[Signature]  
Rene Garcia, Individually



