

R1199647



Doc#: 0930808009 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/04/2009 09:11 AM Pg: 1 of 3

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

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MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 23rd 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 H79 PROPERTIES, LLC, the Owner of the property and/or the Obligor under the Note, and Al Giudice, the Guarantor under the Note, hereinafter, collectively called Second Party, WITNESSETH:

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THAT WHEREAS, Bank is the owner of a certain Note in the amount of \$132,000.00 dated February 10, 2005, 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. 0507308158, 0507308159 and 0902334048 respectively, covering the real estate described below:

LOTS 25, 26 AND 27 IN HARVEY, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 12/ OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE ILLINOIS CENTRAL RAILROAD, TOGETHER WITH BLOCKS 53, 54, 55, 62, 63, 64, 65, 66, 68 AND 69 TO 84, BOTH INCLUSIVE, AND THAT PART OF BLOCK 67 LYING SOUTH OF THE GRAND TRUNK RAILROAD, ALL OF SOUTH LAWN, A SUBDIVISION OF SECTION 17, AND THE SOUTH 12/ OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 39-41 E. 154th Street, Harvey, IL 60426
PIN: 29-17-113-018-0000, 29-17-113-019-0000 and 29-17-113-020-0000

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 One Hundred Fourteen Thousand Five Hundred Seven and 30/100 Dollars (\$114,507.30).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from September 20, 2009 to March 20, 2010.

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- 3. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00, accrued interest due in the amount of \$788.83 through September 20, 2009, and monthly escrow payment in the amount of \$421.36.

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:
H79 Properties, LLC

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

BY: Al Giudice
Al Giudice, Manager

CONSENTED TO BY GUARANTOR:

Al Giudice
Al Giudice, Individually

