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Doc#: 0930808010 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

R198125

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:

THAT WHEREAS Bank is the owner of a certain Note in the amount of \$288,000.00 dated February 10, 2005, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions hereof secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 0506002318, 0506002319 and 0902316017 respectively, covering the real estate described below:

THE WEST 12 ½ FEET OF LOT 19, AND ALL OF LOT 20 AND 21 (EXCEPT THE WEST 12 ½ FEET THEREOF) IN BLOCK 29 IN WEST AUBURN A SUBDIVISION OF BLOCKS 17 TO 20 AND 29 TO 32 IN THE SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE WEST 12 ½ FEET OF LOT 21 AND ALL OF LOTS 22 AND 23 IN BLOCK 20 IN WEST AUBURN, A SUBDIVISION OF BLOCKS 17 TO 20 AND 29 TO 32 IN THE SUBDIVISION OF THE SOUTHEAST ¼ (EXCEPT THE NORTH 99 FEET THEREOF) OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 958 West 79th, Chicago, IL 60620
PIN: 20-29-428-027-0000, 20-29-428-028-0000 and 20-29-428-029-0000

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 Forty Nine Thousand One Hundred Ninety Nine and 04/100 Dollars (\$249,199.04).
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 \$1,716.71 through September 20, 2009, and monthly escrow payment of \$456.59.

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

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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 GORDON V. 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 28th day of October, 2009.

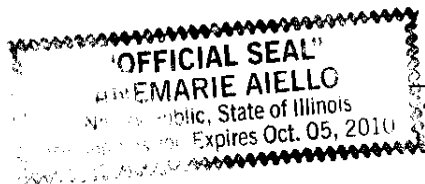
Lauren Grippo
Notary Public



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 AL GIUDICE, 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 28th day of Oct, 09.



Marie Aiello
Notary Public

