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Doc#: 1008908082 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 03/30/2010 02:43 PM Pg: 1 of 3

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

Doc#: Fee: \$10.00
Eugene "Gene" Moore
Cook County Recorder of Deeds

Date: 03/30/2010 02:43 PM Pg: 0

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MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 16th day of March, 2010 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereing flor called Bank, and PREMIER DEVELOPMENT OF ILLINOIS, LLC, the Owner of the property and/or the Obligor under the Note, and SEAN P. MCMILLEN, the Guarantor under the Note, hereinafter called Second Party, WITNESSETH:

THAT WHEREAS, Lank is the owner of that certain Note in the amount of \$1,280,000.00 dated February 16, 2006, secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document No's. 0606735425, 0606735426 and 0902633119 (modified), respectively, covering the real estate described below:

LOTS 2, 3, 5, 10, 12 & 14 IN LONG/FELLOW SUBDIVISION, A SUBDIVISION IN PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIAL MERIDIAN, IN THE VILLAGE OF BERKELY, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 0530117040. (LOTS 5 AND 12 HAVING SUBSEQUENTLY BEEN RELEASED)

Commonly known as: 5813 Elm Street (Longfellow Court), Berkeley, IL 60163 PIN: 15-07-311-103-0000, 15-07-311-104-0000, 15-07-311-126-0000, 15-07-311-111-0000, 15-07-311-113-0000, 15-07-311-115-0000

FURTHER secured either in whole or in part by a Commercial Mortgage and Assignment of and Rents recorded as Document Nos. 0816433170 and 0816433171, respectively, covering the real estate described below:

ALL OF LOT 18 (EXCEPT THE WEST HALF) ALL OF LOT 19 AND ALL OF LOT 20 (EXCEPT THE EAST 50 FEET) IN BLOCK 2 IN WOLF ROAD HIGHLANDS, IN ROBERTSON AND YOUNG'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 5500 Hawthorne, Berkeley, IL 60163 PIN: 15-07-215-020-0000, 15-07-215-021-0000, 15-07-215-066-0000

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by extending the maturity thereof as otherwise set forth herein;

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Loan No. 351080802-1 dfp

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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 NINE HUNDRED ONE THOUSAND FIVE HUNDRED FORTY NINE and 18/100 DOLLARS (\$901,549.18).
- 2. The amount of indebtedness available under the line of credit established under the Note is hereby decreased from \$1,280,000.00 to \$1,034,000.00.
- 3. The Note hereinbefore described shall be converted from a Revolving Line of Credit Note to a Non-Revolving Construction Line of Credit Note with a maturity of September 16, 2019.
- 4. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from February 15, 2010 to September 16, 2010.
- 5. This agreement is subject to Second Party paying Bank the March interest payment in the amount of \$3,856.64, 2 search fee of \$21.00, and a documentation fee of \$250.00.

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 piortgage.

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

Alex E. Ward, Assistant Vice President

SECOND PARTY:

Premier Development of Illinois, LLC

Sean P. McMillen, Manager

CONSENTED TO BY GUARANTOR ON FOLLOWING PAGE

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COMBENIED IO DE GUARANTO	CONSENTED TO BY GUARANT	OR:
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Sean P. McMillen, Individually	

STATE OF ILLINOIS]	
] ss	
COUNTY OF COOK]	
I, THE INDERSIGNED, a Notary Public in and for the said County in the	e State
aforesaid, DO HERCPY CERTIFY that ALEX E. WARD personally known to me to	
same person whose name is subscribed to the foregoing instrument, appeared before me this	
person and acknowledged that he signed, sealed and delivered the said instrument	
officer of said Bank and caused the seal of said Bank to be thereunto affixed as f	
voluntary act and as the free and voluntary act and deed of said Bank for the uses and p	
therein set forth.	•
Given under my hand and notarial soil this 24 day of Mosel, p.	
"OFFICIAL SEAL"	
P HANNEL ORE ALAJOKI X (Notary Public)	<u>_</u>
Notage of cond. State of initiols	
My Commission Expires 127 1201	
STATE OF ILLINOIS]	
CTATE OF HILBIOIC	
STATE OF ILLINOIS]	
COUNTY OF COOK]	
cookii oi <u>cooke</u> j	
I, THE UNDERSIGNED, a Notary Public in and for the said County in the	
aforesaid, DO HEREBY CERTIFY that SEAN P. MCMILLEN, personally ker	own to
me to be the same person whose name is subscribed to the foregoing instrument, appeared be	Gre me
this day in person and acknowledged that _he_ signed, sealed and delivered the said instru	nent as
free and voluntary act, for the uses and purposes therein set forth.	
Given under my hand and notarial seal this day of Movel, 10.	
"OFFICIAL SEAL"	
Notary Public	
9 "OFFICIAL SEAL" 9 HANNELORE ALAJOKI	
Notary Public, State of Illinois	
My Commission Expires 12/11/2011	