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Doc#: 1010608266 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 04/16/2010 11:10 AM Pg: 1 of 4

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

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 31st day of March, 2010 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Bank, and Ricardo E. Correa, the Owner of the property and/or the Obligor under the Note, horeinafter called Second Party, WITNESSETH:

THAT WHEREAS, Ben's is the owner of a certain Note in the amount of \$375,000.00 dated February 8, 2007, 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. 0705133020 and 0705133021 respectively covering the real estate as described in at acles Exhibit A.

Commonly known as: 6220 South New Lngl and, Chicago, IL 60638 PIN: 19-18-302-015-0000 and 19-18-302-075-0000

WHEREAS, the parties hereto wish to nodify the terms of said Note and Mortgage 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 Three Hundred Fifty Two Thousand Eight Hundred Thirty Seven and 37/100 Dollars (\$352,837.3/).
- 2. The payment due date of the Note hereinbefore described is hereby changed from the 8<sup>th</sup> day of each month to the 25<sup>th</sup> day of each month commencing April 25, 2010 continuing on the 25<sup>th</sup> day of each and every month thereafter, except that all sums due, if not sooned paid, shall be due and payable on February 8, 2012.
- 3. This agreement is subject to Second Party paying Bank prepaid interest in the amount of \$1,207.98.

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.

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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 bank me corp.

BY:

rank Chale, Vice Presi

SECOND PARTY:

dent Ricardo E. Correa

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TATE OF ILLINOIS ]
DUNTY OF COOK ] ss
I,THE UNDERSIGNED, a Notary Public in and for the said County in the State oresaid, DO HEREBY CERTIFY thatFRANK CHALE personally known to me to be the me person whose name is subscribed to the foregoing instrument, appeared before me this day in rson and acknowledged thathe signed, sealed and delivered the said instrument as such ficer of said Bank and caused the seal of said Bank to be thereunto affixed as free and luntary act and as the free and voluntary act and deed of said Bank for the uses and purposes erein set forth.
OFFICIAL SEAL  SICA A FULGENCIO  NOTA  LC - STATE OF ILLINOIS  MY COALLEND EXPRENSIONS  Notary Public
OUNTY OF COOK.
I,THE UNDERSIGNED, a notary Public in and for the said County in the State presaid, DO HEREBY CERTIFY thatRICARDOE, CORREA, personally known to me be the same person whose name is subscribed to the foregoing instrument, appeared before me this y in person and acknowledged thathe signed, scaled and delivered the said instrument as free and voluntary act, for the uses and purposes force in set forth.
Given under my hand and notarial seal this baday of April , 2010
OFFICIAL SEAL JESSICA A FULGENCIO NOTARY PUBLIC - STATE OF ILLINOIS NY COMMSSION EMPRESSIONS
I,

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### EXHIBIT A

#### PARCEL1:

THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING ON THE WEST LINE OF SOUTH NEW ENGLAND AVENUE AS DEDICATED BY DOCUMENT 17017838 AT A POINT 299 SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE SOUTH AVOIG THE WEST LINE OF SAID NEW ENGLAND AVENUE A DISTANCE OF 100 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 O' THE SOUTHWEST 1/4 OF SAID SECTION A DISTANCE OF 227 FEET, THENCE NORTH ALONG 1. JINE PARALLEL TO THE WEST LINE OF SAID NEW ENGLAND AVENUE A DISTANCE OF 10% FEET; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION A DISTANCE OF 12% FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM SAID TRUST OF LAND THE SOUTH 65 FEET THEREOF.

#### PARCEL 2:

THAT PART OF THE WEST 1/2 OF TJF EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST CF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING ON THE WEST LINE OF SOUTH NEW ENGLAND AVENUE, AS DEDICATED BY DOCUMENT 17017836, FT A POINT 174 FEBT SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF TJE SOUTHWEST 1/4 OF SAID SECTION; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH TWO ENGLAND AVENUE A DISTANCE OF 125 FEBT; THENCE WEST ALONG A LINE PARALLEL TO TJE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 227 FEBT; THENCE NORTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTH NEW ENGLAND AVENUE A DISTANCE OF 125 FEBT; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 227 FEBT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS