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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#: 1010608268 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/16/2010 11:13 AM Pg: 1 of 4

R120572

MODIFICATION AND EXTENSION AGREEMENT

Doc#: Fee: \$2.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/16/2010 11:13 AM Pg: 0

THIS AGREEMENT made as of this 24th day of February, 2010 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Bank, and PETER BURDI, the Obligor under the Note and PETER BURDI AND DANA BURDI, Owners of the property hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of a certain Note in the amount of \$120,414.29 date June 19, 2006, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions thereof secured either in whole or in part by Mortgage recorded as Document No. 0619410056, respectively, covering the real estate described as follows:

LOT 42 IN HIGHLAND FIELDS, A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND PART OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 8650 Crown Court, Burr Ridge, IL 60527
PIN: 18-31-307-017-0000

FURTHER secured either in whole or in part by a Second Mortgage recorded as Document No. 0810811055, respectively, covering the real estate described as follows:

LOT 42 IN HIGHLAND FIELDS, A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND PART OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 8650 Crown Court, Burr Ridge, IL 60527
PIN: 18-31-307-017-0000

WHEREAS, the parties hereto wish to modify 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:

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1. As of the date hereof, the amount of the principal indebtedness is One Hundred Fifteen Thousand Nine Hundred Forty Six and 66/100 Dollars (\$115,946.66).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from January 15, 2010 to January 15, 2011.
3. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00, interest in the amount of \$609.09 for the month of January and a principal and interest payment in the amount of \$809.45.

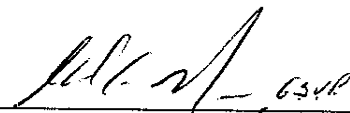
Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, setoffs and counterclaims both in law and equity, as is the lien of the Mortgage.

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.

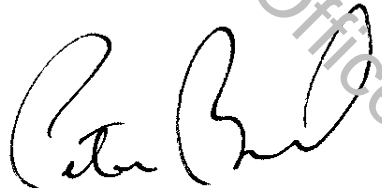
Notwithstanding the foregoing, Second Party expressly waives any defenses, which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party 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.

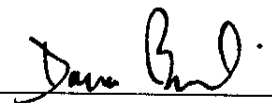
IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

BANK:
REPUBLIC BANK OF CHICAGO, an
Illinois banking corp.

By: 
Chris Norman, Senior Vice President

SECOND PARTY:


Peter Burdi, Individually

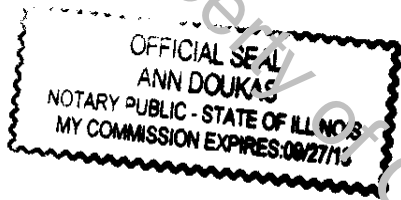

Dana Burdi, Individually

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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 CHRIS NORMAN 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 she 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 30th day of MARCH, 2010.



Ann Doukas
Notary Public

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 PETER BURDI, 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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of March, 2010.



Donna J Spasser
Notary Public

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STATE OF ILLINOIS]
COUNTY OF Cook] ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that DANA BURDI, 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 her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of March, 2010.

[Signature]
Notary Public

