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Doc#: 1013108095 Fee: \$40,00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/11/2010 07:44 AM Pg: 1 of 3

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

R1301859

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 29th day of April, 2010 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to Bank of Lincolnwood, an Illinois banking corporation, hereinafter called Bank, and Philip L. Edwards and Lynn A. Edwards, His Wife, the Owners of the property and/or the Obligors under the Note, and hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Back is the owner of a certain Note in the amount of \$75,000.00 dated September 26, 1989, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions thereof sociared either in whole or in part by a Mortgage recorded as Document No. 90042909, covering the real estate described as follows:

LOT 6, BLOCK H IN THE COURTS OF RUSSETWOOD, UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, 10 WNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERILIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2560 Haverhill Ct., Arlington Heights, J'

PIN: 03-21-212-020-0000

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 covenant, herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from January 25, 2010 to September 25, 2010.
- 2. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00 and interest due in the amount of \$1,242.18.

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

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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.

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Γ		n :

REPUBLIC BANK OF CHICAGO, an

Illinois Banking Corporation

Marge Sehiavone,

Senior Vice President

Philip L. Edwards

Lynn A Edwards

STATE OF ILLINOIS] ss

COUNTY OF Dirage

I, <u>THE UNDERSIGNED</u>, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named <u>MARGE SCHIAVONL</u> 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 <u>she</u> 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 <u>her free</u> 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 ____

Notary Public

OFFICIAL SEAL
ANTHONY C RENELLI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/14/13

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STATE OF ILLINOIS]	
COUNTY OF (OOK]	
I,THE UNDERSIGNED, a Notar aforesaid, DO HEREBY CERTIFY thatPhilip same persons whose names are subscribed to the foin person and acknowledged that they signed, sealed and voluntary act and as the free and voluntary purposes therein set forth.	regoing instrument, appeared before me this day ed and delivered the said instrument as their free
Given under my hand and notarial seal this	30TH day of APRIL, 2010.
	Access of the
9	Notary Public
STATE OF ILLINOIS SS	AMERICANA
COUNTY OF COOK]	My Complete to February
I,THE UNDERSIGNED, a Notar aforesaid, DO HEREBY CERTIFY thatLynn_ same persons whose names are subscribed to the fain person and acknowledged that they signed, seale and voluntary act and as the free and voluntary purposes therein set forth.	regoing instrument, appeared before me this day dand delivered the said instrument as their free
Given under my hand and notarial seal this	BUTH day of APPIL, DOID.
	Notary Public
	NOTARY FURTHER BY 174/2011