



1015808284

Doc#: 1015808284 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/07/2010 02:11 PM Pg: 1 of 3

CTIC-HE

Prepared by and Mail to:  
Commercial Loan Dept.  
Republic Bank of Chicago  
1510 75<sup>th</sup> Street  
Darien, IL 60561



Doc#: Fee: \$2.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 06/07/2010 02:11 PM Pg: 0

KY 202133

3  
Extra

**MODIFICATION AND EXTENSION AGREEMENT**

THIS AGREEMENT made as of this 10<sup>th</sup> day of May, 2010 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and MARIA HERNANDEZ, the Owner of the property and/or the Obligor under the Note, and hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$160,000.00 dated February 28, 1991, secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 91104979 and 91104978, respectively, covering the real estate described below:

LOT 31 (EXCEPT THE WEST 9.67 FEET) ALL OF LOT 32 AND THE WEST 5 FEET OF LOT 33 IN BLOCK 13 IN W.D. MURDOCK'S MARQUETTE PARK ADDITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 50 FEET THEREOF) OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3928 West 71<sup>st</sup> Street, Chicago, Illinois  
PIN: 19-23-328-049

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:

1. As of the date hereof, the amount of the principal indebtedness is One Hundred Nine Thousand Seven Hundred Ninety Two and 44/100 Dollars (\$109,792.44).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from April 1, 2010 to July 1, 2010.

**UNOFFICIAL COPY**

3. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00, a search fee of \$21.00, interest due for the month of April in the amount of \$640.46, escrow due for the month of April in the amount of \$547.73 and May's payment in the amount of \$1,553.00 all which has been received by Bank.

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: Mary Schiavone  
Mary Schiavone,  
Senior Vice President

**SECOND PARTY:**

Maria Hernandez  
Maria Hernandez

