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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



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

CTIC-HE

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

Rapa133

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREFMENT made as of this 10th 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 Decument 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. MURDOCKS'S MARQUETTE PARK ADDITION BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 50 FEET THEROF) OF SECTION 23, TWONSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINICPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3928 West 71st 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.

Sales Sales

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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.

Notwithstar fing 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 floor my 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.

Matge Schiavone,

Senior Vice President

SECOND PARTY:

Maria Hernandez

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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 MARGE SCHIAVONE 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 such officer of said Bank and caused the seal of said Bank to be thereon to 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 Hand day of MAH , 2010.
OFFICIAL SEAL ANN DOUKAS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/27/13 Notary Public
STATE OF ILLINOIS] ss COUNTY OF]
I,THE UNDERSIGNED, a Notary Public in and fet the said County in the State aforesaid, DO HEREBY CERTIFY thatMARIA HERNANDEZ, personally known to me to be the same person whose name is subscribed to the fo egoing instrument, appeared before me this day in person and acknowledged thathe signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and notarial seal this 13 day of May 2010
Notary Public
"OFFICIAL SEAL" JEFFREY C. MODENA NOTARY PUBLIC, STATE OF ILLINOIS
₹ MY COMMISSION EXPIRES 8/25/2010 ₹