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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#: 1017608029 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 06/25/2010 07:21 AM Pg: 1 of 4



Fee: \$10.00 Eugene "Gene" Moore Cook County Recorder of Deeds

Date: Pg: 0

1202343 MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 24th day of May, 2010 between REPUBLIC BANK OF CHICACO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Bank, and LUIS CORONA and ALEJANDRA CORONA, and/or the Obligor under the Note and CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TO LASALLE NATIONAL BANK, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF LASALLE NATIONAL BANK ASSOCIATION AS TRUSTEE U/T/A DATED AUGUST 15, 2001 AND KNOWN AS TRUST NUMBER 128029, the Owner of the property, hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$240,000.00 dated August 30, 2001, secured either in whole or in part by Mortgages and Assignment of Rents recorded as Document No's. 0010821308, 0010821309, 0414842050, 0629222053 (modified), 0702933037, 0912408016 (modified), 0928268028 (modified), respectively, covering the real estate described below:

LOT 7 IN BLOCK 5 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1939 AS DOCUMENT 12378621 IN COOK COUNTY, ILLINOIS.

Commonly known as: 404 E. North Avenue, Northlake, IL 60164 PIN: 12-32-410-007-0000

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by extending the maturity thereof and as otherwise 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 Two Hundred Nine Thousand Four Hundred Eighty Seven and 86/100 Dollars (\$209,487.86).
- 2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from April 16, 2010 to July 16, 2010.
- 3. This agreement is subject to Second Party paying Bank a documentation fee of \$100.00 and interest due for the months of April and May in the amount of \$2,662.24.

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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 No e and/or any document, instrument or agreement securing the same or arising out of any banking relationship existing between the parties.

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

BANK:

REPUBLIC BANK OF CHICACO, an Illinois banking corp.

By: Jordan Carls

Vice President

SECOND PARTY:

Luis Corona, Individually

Aleiandra Corona, Individually

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

CONSENTED TO BY GRANTOR:

Chicago Title Land Trust Company as successor to LaSalle National Bank, not personally but as Trustee on behalf of LaSalle National Bank Association as Trustee U/T/A Dated August 15, 2001 and known as Trust Number 128029

MARY M. BRAY Trust

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| STATE OF ILLINOIS] |
|--|
| COUNTY OF] |
| I, <u>THE UNDERSIGNED</u> , a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that <u>GORDON CARLSON</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>he</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>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 $\frac{9^{1/3}}{1}$ day of $\frac{500}{1}$, $\frac{200}{1}$ |
| OFFICIAL SEAL SOURCE Notary Public Notary Pu |
| |
| STATE OF ILLINOIS] ss |
| COUNTY OF] |
| I,THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY thatLUIS CORONA 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 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 2 day of June 301.0 |
| OFFICIAL SEAL GLENN MILLER NOTARY PUBLIC, STATE OF ILLINOIS NY COMMISSION EXPIRES 8-19-2011 |

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| STATE OF ILLINOIS] |
|---|
| COUNTY OF] ss |
| I, |
| |
| STATE OF ILLINOIS] ss COUNTY OF Dulace] |
| I,THE UNDERSIGNED, a Notary Fiblic in and for the said County in the State aforesaid, DO HEREBY CERTIFY that MARY M. B. AY Example Passes, CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TO LASALLE NATIONAL BANK, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OV LASALLE NATIONAL BANK ASSOCIATION AS TRUSTEE U/T/A DATED AUGUST 15, 7.001 AND KNOWN AS TRUST NUMBER 128029, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such officers of said Bank as a ustee, as their free and voluntary act and as the free and voluntary act and deed of said Trustee for the uses and purposes therein set forth. Given under my hand and notarial seal this Briday of Tune \$200. |
| Given and my mand and notation sear and <u>Dvn</u> day of <u></u> |
| "OFFICIAL SEAL" EVA HIGI Notary Public, State of Illinois My Commission Expires 04/12/11 Notary Public |