



R/203636

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

Doc#: 1028808544 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/15/2010 02:10 PM Pg: 1 of 3

Doc#: Fee: \$2.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/15/2010 02:11 PM Pg: 0

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MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 29th day of SEPTEMBER, 2010 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to Bank of Lincolnwood hereinafter called Bank, and BENNETT ROSENBERG and MARK WINSTON, the Excused Party, the owner of property and/or the Obligor under the Note, hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of a certain Note in the amount of \$240,000.00 dated July 26, 2005, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions thereof secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 0521335226 and 0521335227, respectively, covering the real estate described below:

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extra

LOT 28 IN BLOCK 4 IN NORTH SIDE REALTY COMPANY'S DEMPSTER GOLF COURSE FIRST ADDITION A SUBDIVISION IN THE NORTHEAST ¼ OF THE SOUTH EAST ¼ SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 8218 Bennett Avenue (McCormick Blvd), Skokie, IL 60076
PIN: 10-23-408-037-0000

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgages by extending the maturity and by recalculating the monthly principal and interest payments based upon a 20-year amortization 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 SEVENTEEN THOUSAND SEVEN HUNDRED EIGHTY NINE and 78/100 (\$217,789.78).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from July 26, 2010 to July 26, 2013.
3. The new monthly payment will be in monthly installments of principal and interest in the amount of ONE THOUSAND SIX HUNDRED TWENTY THREE and 78/100 Dollars (\$1,623.78) each beginning August 26, 2010 and continuing on the 26th day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on July 26, 2013.

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4. Subject to the condition that Second Party performs all of its agreements and obligations hereunder, the Bank consents to the transfer of title to Bennett Rosenberg from Mark Winston; and the Bank also agrees that Mark Winston shall have no further obligation to the Bank under the Note and other loan documents so that all the obligations of Mark Winston shall be deemed cancelled.
5. **Cross-Collateralization:** In addition to the Note, the Mortgage shall secure all obligations, debts and liabilities, plus interest thereon, of Second Party, or any one or more of them, to Lender as well as all claims by Lender against Second Party or any one or more of them, to Lender whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Second Party may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable (the "Other Indebtedness").
6. **Cross Default.** If Second Party is in default under the Other Indebtedness or under any document, instrument or agreement securing the same, it shall be deemed a default under the Note and Mortgage. If Second Party shall be in default under the Note, Mortgage or any document, instrument or agreement securing the same, it shall be deemed a default under the Other Indebtedness and under any mortgage, document, instrument or agreement securing the same.
7. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00 and interest in the amount of \$1,179.69.

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.

SIGNATURES ON FOLLOWING PAGE

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

BANK:

SECOND PARTY:

REPUBLIC BANK OF CHICAGO, an Illinois banking corp.

BY: *Marie Mitchell*
Marie Mitchell, Consumer Loan Officer
Bennett Rosenberg
Bennett Rosenberg

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 MARIE MITCHELL 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 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 SEPTEMBER, 2010

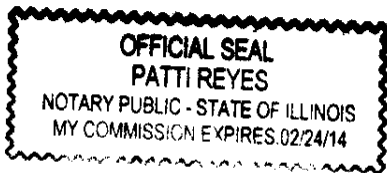


Patti Reyes
Notary Public

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 BENNETT ROSENBERG, 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 free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30TH day of SEPTEMBER, 2010



Patti Reyes
Notary Public