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Doc#: 1028808556 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/15/2010 02:19 PM Pg: 1 of 4

R1203624
Prepared by and Mail to:
Commercial Loan Dept.
Republic Bank of Chicago
2221 Camden Court, Floor 1
Oak Brook, IL 60523

CTIC-HE MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 20th day of September, 2010 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Bank, and ROBERT E. LEE & SONS, COMPANY, the Obligor under the Note and Owner of the property, and Robert E. Lee, Jr. Guarantor, hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of a certain Note in the amount of \$150,000.00 dated March 17, 2006 (since decreased to \$115,000.00), together with all renewals, extensions, modifications, refinancings, consolidations and substitutions thereof secured either in whole or in part by a Second Mortgage recorded as Document No. 0609435049 covering the real estate described as follows:

LOT 2 IN BLOCK 4 IN WOLF ROAD HIGHLANDS, IN ROBERTSON AND YOUNGS SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 5623 St. Charles Road, Berkeley, IL 60163
PIN: 15-07-212-019-0000

FURTHER secured either in whole or in part by a security interest in and to the assets of Second Party evidenced by the financing statement filed by the Secretary of State on March 29, 2006 as Document No. 10798345.

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. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from August 17, 2010 to November 17, 2010.
2. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00.

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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.

Guarantor ratifies and affirms the guaranty of payment executed in conjunction with the Note ("Guaranty") and hereby agrees that the Guaranty is in full force and effect. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and that Guarantor has no claims or defenses to the enforcement of the rights and remedies of Bank thereunder, except as provided therein. Anything herein or therein contained to the contrary notwithstanding, if the Guaranty contains authority to confess judgment, the authority to confess judgment shall be expressly limited to the indebtedness due under the Note, and all extensions, renewals, substitutions, or modifications thereof, together with attorneys' fees and costs. The foregoing limitation shall apply only to the authority to confess judgment under the Guaranty and shall in no way limit, constrain or interfere with any of the Bank's other rights hereunder or under the Guaranty.

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: 

Alex E. Ward,
Assistant Vice President

SECOND PARTY:
ROBERT E. LEE & SONS,
COMPANY

By: 

Robert E. Lee, Jr., President

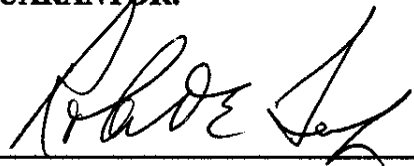
By: 

James Lee, Secretary

CONSENTED BY GUARANTOR ON FOLLOWING PAGE:

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GUARANTOR:



Robert E. Lee, Jr., Individually

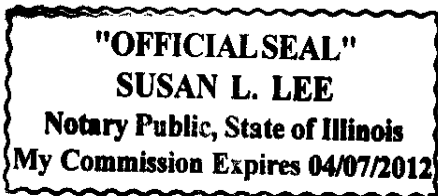
STATE OF ILLINOIS

COUNTY OF Cook

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1 ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that ALEX E. WARD 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 she 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 23rd day of Sept, 2009


Notary Public

