

# UNOFFICIAL COPY



CHICAGO

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

Doc#: 1036308770 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/29/2010 02:22 PM Pg: 1 of 6

R1204382

## MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 7th day of December, 2010 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Bank, and SAM'S 24 HOUR TOWING, INC., the Obligor under the Note, NORTH STAR TRUST COMPANY AS SUCCESSOR TO NATIONAL BANK OF COMMERCE, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED AUGUST 12, 1999 A/K/A TRUST NUMBER 9923, the Owner of the property and Edward F. Hornbostel and Veronica Hornbostel the Guarantors under the Note, hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of Note in the amount of \$135,000.00 dated January 26, 2005, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions thereof secured either in whole or in part by a Junior Mortgage recorded as Document No. 0507502119 respectively, covering the real estate described below:

### See Attached Exhibit "A"

Commonly known as: 9328-30 Franklin Avenue, Franklin Park, IL 60131  
PIN: 12-27-111-032-0000, 12-27-111-039-0000, 12-27-111-043-0000, 12-27-111-044-0000, 12-27-111-045-0000, 12-27-1111-046-0000, 12-27-128-007-0000

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by decreasing the interest rate and recalculating the monthly principal and interest payment based upon a 10 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 Seventy One Thousand Sixty Five and 76/100 Dollars (\$71,065.76).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from December 01, 2010 to December 1, 2013.
3. That the Interest Rate of such Note is hereby modified from the existing fixed interest rate of 7.00% to the new fixed interest rate of 6.25% effective December 1, 2010.
4. The new monthly payment will be in monthly installments of principal and interest in the amount of Eight Hundred One and 20/100 Dollars (\$801.20) each beginning January 1, 2011 and continuing on the 1st day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on December 1, 2013.
5. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00, modification fee of \$177.66 and a search fee of \$21.00.

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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: \_\_\_\_\_

*Peter Sperling*  
Peter Sperling,  
Assistant Vice President

**SECOND PARTY:**

Sand's 24 Hour Towing Service, Inc.

*Edward F. Hornbostel*  
\_\_\_\_\_

Edward F. Hornbostel - President

*Veronica Hornbostel*  
\_\_\_\_\_

Veronica Hornbostel - Secretary

**GRANTOR:**

North Star Trust Company as successor to National Bank of Commerce, not personally but as Trustee U/T/A dated August 12, 1999 A/K/A Trust Number 9923

By: \_\_\_\_\_

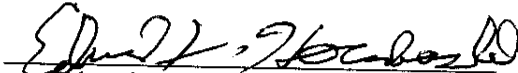
*Michael A. Hoopes*  
Trust Officer

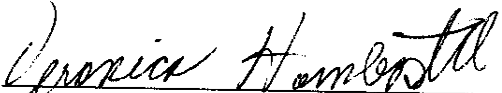
*Michael A. Hoopes*  
Trust Officer

**Guarantor Signatures in the Following Page**

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**CONSENTED TO BY GUARANTORS:**

  
Edward F. Hornbostel, Individually

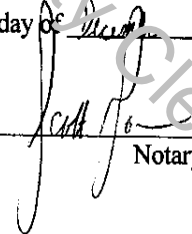
  
Veronica, Hornbostel, Individually

STATE OF ILLINOIS ]  
COUNTY OF DeKalb ] ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that PETER SPERLING 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.

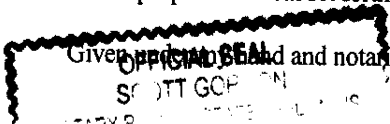
Given under my hand and notarial seal this 13 day of March, 10.



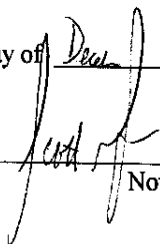
  
Notary Public

STATE OF ILLINOIS ]  
COUNTY OF DeKalb ] ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that EDWARD F. HORNBOSTEL, 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 13 day of December, 10.

  
Notary Public

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STATE OF ILLINOIS                    ]  
  ] ss  
COUNTY OF DuPage                ]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that VERONICA HORNBOSTEL, 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 13 day of Dec, 10.

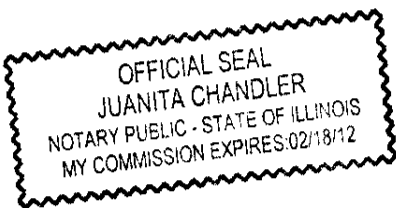


[Signature]  
Notary Public

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 MARIZACASTILLO Trustee, North Star Trust Company, 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 Trustee, 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.

\* One Laurel Thorpe Trust Officers  
Given under my hand and notarial seal this 15 day of Dec, 2010



[Signature]  
Notary Public

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STREET ADDRESS: 9320 30 FRANKLIN AVE.

CITY: FRANKLIN PARK

COUNTY: COOK

TAX NUMBER: 12-27-111-032-0000

**LEGAL DESCRIPTION:****PARCEL 1:**

THAT PART OF THE EAST 26.75 CHAINS OF FRACTIONAL SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, COMMENCING AT A POINT OF THE NORTHERLY BOUNDARY OF LINE OF WEEKS' SUBDIVISION OF PART OF LOTS 1, 2, 3, 4, 10 AND 11 IN RIVER PARK, 55.09 FEET EAST OF ITS INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG SAID NORTH LINE TO A POINT 50 FEET WEST OF ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND WISCONSIN RAILROAD; THENCE NORTHWESTERLY TO A POINT ON THE SOUTHERLY LINE OF THE CHICAGO AND PACIFIC RAILROAD, 175 FEET NORTHWESTERLY OF ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND WISCONSIN RAILROAD; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND PACIFIC RAILROAD TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER TO A POINT 23.56 FEET NORTH OF ITS INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF WEEKS' SUBDIVISION AFORESAID; THENCE SOUTHEASTERLY TO THE PLACE OF BEGINNING, EXCEPT THAT PART OF THE ABOVE DESCRIBED TRACT OF LAND WHICH IS DESCRIBED AS FOLLOWS: THAT PART OF THE EAST 26.75 CHAINS OF FRACTIONAL SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, COMMENCING AT A POINT AS THE NORTHERLY BOUNDARY LINE OF WEEKS' SUBDIVISION OF PART OF LOTS 1, 2, 3, 4, 10 AND 11 IN RIVER PARK, 55.09 FEET EAST OF ITS INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27 AFORESAID; THENCE EAST ALONG SAID NORTH LINE ALONG SAID NORTHERLY BOUNDARY LINE OF WEEKS' SUBDIVISION 75.5 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27 AFORESAID TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE CHICAGO AND PACIFIC RAILROAD; THENCE NORTHWESTERLY ALONG THE SAID SOUTHWEST LINE OF THE CHICAGO AND PACIFIC RAILROAD TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27 AFORESAID; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27 AFORESAID TO A POINT 23.56 FEET NORTH OF ITS INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF WEEKS' SUBDIVISION AFORESAID; THENCE ALONG A STRAIGHT LINE IN A SOUTHEASTERLY DIRECTION TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

PRBEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THE CHICAGO AND PACIFIC RAILROAD AND THE INTERSECTION WITH A LINE 130.59 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 65 DEGREES 37 MINUTES 37 SECONDS EAST (ASSUMED) ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 185.77 FEET; THENCE SOUTH 44 DEGREES 37 MINUTES 49 SECONDS EAST, A DISTANCE OF 170.95 FEET TO THE NORTH LINE OF LEYDEN BUILDER'S SUBDIVISION OF PART OF LOT "Y" AND THE WEST 1/2 OF VACATED LOMBARD AVENUE LYING WEST OF ADJOINING SAID LOT "Y" OF WEEKS AND FRANKLIN SUBDIVISION RECORDED AUGUST 25, 1961 AS DOCUMENT 18255411; THENCE NORTH 88 DEGREES 52 MINUTES 52 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 61.32 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 689.40 FEET AND A CENTRAL ANGLE OF 19 DEGREES 11 MINUTES 53 SECONDS; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, FROM WHICH THE LOCAL TANGENT AT THE BEGINNING POINT BEARS NORTH 39 DEGREES 58 MINUTES 14 SECONDS WEST, A DISTANCE OF 231.00 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 49 DEGREES 34 MINUTES 11 SECONDS WEST, A DISTANCE OF 229.92 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 63 DEGREES 34 MINUTES 47 SECONDS WEST, A DISTANCE OF 59.58 FEET TO A POINT ON SAID PARALLEL LINE; THENCE NORTH 00 DEGREES 58 MINUTES 20 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 21.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOT "V" (EXCEPT THE WEST 75.50 FEET AS MEASURED ALONG THE NORTH LINE THEREOF) IN WEEKS' AND FRANKLIN'S SUBDIVISION OF PART OF RIVER PARK IN THE NORTH HALF OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 28, 1894 AS DOCUMENT 2093730, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

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ALL THAT PART OF LOT "W" LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF FRANKLIN AVENUE AS SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT 12249206, WHICH LIES EAST OF THE EAST LINE OF THE WEST 75.50 FEET (AS MEASURED ALONG THE NORTH LINE) OF SAID LOT "V" EXTENDED SOUTH OF WEEKS' AND FRANKLIN'S SUBDIVISION AFORESAID.

PARCEL 4:

THAT PART OF THE WEST 1/2 OF VACATED LOMBARD AVENUE LYING EAST OF AND ADJOINING PARCELS 2 AND 3 AND LYING NORTH OF THE NORTHERLY LINE OF FRANKLIN AVENUE AFORESAID.

PARCEL 5:

THE WEST 25 FEET OF LOT 5 IN LAYDEN BUILDERS RESUBDIVISION OF PART OF LOT "Y" AND THE EAST 1/2 OF VACATED LOMBARD AVENUE LYING WEST OF AND ADJOINING LOT "Y" OF WEEKS' AND FRANKLIN'S SUBDIVISION OF PART OF RIVER PARK, IN SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 25, 1961 AS DOCUMENT 18258411, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE EAST HALF (EXCEPT THE EAST 8 FEET OF THE EAST HALF) OF VACATED LOMBARD AVENUE LYING WEST OF AND ADJOINING LOT "X" IN BLOCK 10 IN WEEKS' AND FRANKLIN'S SUBDIVISION OF BLOCKS 1 TO 4 INCLUSIVE, 10 AND 11 OF RIVER PARK ACCORDING TO PLAT RECORDED AUGUST 28, 1894 IN BOOK 63 OF PLATS, PAGE 33 AS DOCUMENT 2093730 IN SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 7:

LOT "X" AND THE EAST 8 FEET OF THE EAST HALF OF VACATED LOMBARD AVENUE LYING WEST OF AND ADJOINING SAID LOT "X" IN BLOCK 10 IN WEEKS' AND FRANKLIN'S SUBDIVISION OF PART OF BLOCKS 1 TO 4 INCLUSIVE, 10 AND 11 OF RIVER PARK, ACCORDING TO PLAT RECORDED AUGUST 28, 1894 IN BOOK 63 OF PLATS, PAGE 33 AS DOCUMENT 2093730 IN SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THE WEST 8 FEET OF LOT 4 AND LOT 5 (EXCEPT THE WEST 25 FEET THEREOF) IN LAYDEN BUILDERS RESUBDIVISION OF PART OF LOT "Y" AND THE EAST HALF OF VACATED LOMBARD AVENUE LYING WEST OF AND ADJOINING SAID LOT "Y" OF WEEKS' AND FRANKLIN'S SUBDIVISION OF PART OF RIVER PARK IN SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 25, 1961 AS DOCUMENT 18258411, IN COOK COUNTY, ILLINOIS.