



Doc#: 1036308771 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

CHIC-HE

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



Doc#: Fee: \$2.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 12/29/2010 02:22 PM Pg: 0

R1204382

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 6th 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 EDWARD HORNBOSTEL and VERONICA HORNBOSTEL, Obligor under the Note, and NORTH STAR TRUST COMPANY AS SUCCESSOR TO NATIONAL BANK OF COMMERCE, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF NATIONAL BANK OF COMMERCE TRUST # 2923 U/T/A DATED AUGUST 12, 1999 the Owner of the property hereinafter called Second Party, WITNESSETH:

6
Learner

THAT WHEREAS, Bank is the owner of a Certain Note in the amount of \$300,000.00 dated February 6, 2004, 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. 0406235100 and 0406235101 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, 039, 043, 044, 045, and 046; and 12-27-128-007

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by extending the maturity, modifying the rate of interest and then recalculating the monthly payments thereunder based upon the resulting balance amortized over 15 years 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 Forty Thousand Two Hundred Seventy Nine and 04/100 Dollars (\$240,279.04).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from December 1, 2010 to December 1, 2013.
3. That the Interest Rate of such Note is hereby modified from the existing fixed interest rate of 7.25% 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 Two Thousand Seventy Two and 16/100 Dollars (\$2,072.16) each beginning January 01, 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 and a modification fee of \$600.70.

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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.

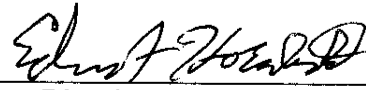
Notwithstanding the foregoing, Second Party expressly waives any defenses, which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party 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 Note and/or any document, instrument or agreement securing the same or arising out of any banking relationship existing between the parties.

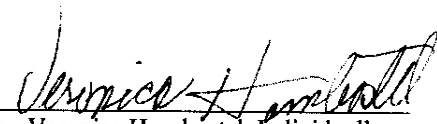
IN WITNESS WHEREOF, this instrument is executed the date and year first above written

BANK:
REPUBLIC BANK OF CHICAGO, an
Illinois banking corp.


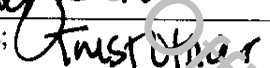
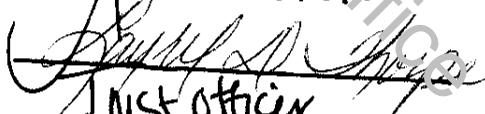
SECOND PARTY:

BY: 
Peter Sperling,
Assistant Vice President


Edward Hornbostel, Individually


Veronica Hornbostel, Individually

Grantor:
North Star Trust Company as Successor to
National Bank of Commerce, not Personally
But as Trustee on behalf of National Bank of
Commerce Trust No. 9923 U/T/A Dated as
August 12, 1999.

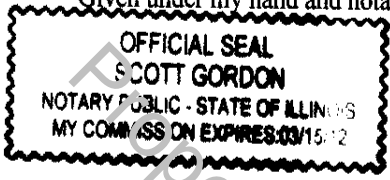
BY: 
Its: 

Trust Officer

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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 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 December, 10.

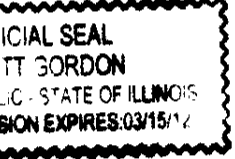


Scott Gordon
Notary Public

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 EDWARD 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.




Scott Gordon
Notary Public

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.



Scott Gordon
Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS]
] ss
COUNTY OF Cook]

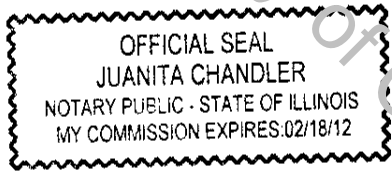
I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Marta Cushman Trustee, North Star Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and 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.

And Laurel Thorpe, Trust Officers

Given under my hand and notarial seal this 15th day of Dec, 2010.

Marta Cushman

Notary Public



Property of Cook County Clerk's Office

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STREET ADDRESS: 9328-30 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 18256411; 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.