

Doc#: 1207454007 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 03/14/2012 09:15 AM Pg: 1 of 3

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

## MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 10th day of January, 2012 between REPUBLIC LENDER OF CHICAGO, an Illinois Banking corporation, successor in interest to National Lender of Con merce, an Illinois Banking corporation, hereinafter called Lender, and Richard E. Neapolitan, an urmarried person, the Owner of the property and/or the Borrower under the Note, and hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS. Lender is the owner an Original Note in the amount of \$50,000.00 dated December 5, 2006, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions increof secured either in whole or in part by a Mortgage recorded as Document No. 0700208107, covering the real estate described as follows:

UNIT 1K, IN THE SANTA MARIA CONDOMINIUMS AS DELINEATED ON A SURVEY OF LOTS 1, 2 AND 2 IN OWNER'S SUBDIVISION OF THE WEST 223.5 FEET AND THE SOUTH 10 FEET OF THE EAST 54.1 FEET OF THE WEST 277.6 FEET OF LOT 3 AND THE WEST 277.6 FEET OF LOT 2 (EXCEPT THE SOUTH 115 FEET OF TH.F. FAST 81.6 FEET OF THE WEST 261.6 FEET OF SAID LOT 2) OF JAMES W SCOVILLE SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRESCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATT CHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECOPDED 5/29/96, AS DOCUMENT NUMBER 96402515 AS AMENDED FROM TIME TO TIME TOGETHER WITH AN UNDIVIDED PERCENTAGE INTERIST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION.

Commonly known as: 230 N. Oak Park Ave., #1K, Oak Park, Il 60302 PIN: 16-07-212-010-1031

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgages by extending the maturity thereof, 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 Forty Five Thousand Forty and 71/100's Dollars (\$45,040.71).
- 2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from December 11, 2011 to June 11, 2012.

1207454007 Page: 2 of 4

## **UNOFFICIAL COPY**

3. This agreement is subject to Second Party paying principal and interest that is due for December 11, 2011 in the amount of \$352.19.

Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Borrowers 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.

Norwithstanding the foregoing, Second Party expressly waives any defenses, which it now has or may have or assert. Furthermore, in order to induce Lender 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 Lender 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 Lender 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.

LENDER:

BY:

REPUBLIC BANK OF CHICAGO, an

Illinois Banking Corporation

Anthony Renelli,

Vice President

**SECOND PARTY:** 

Richard E. Neapolitan

RA:

Richard F. Neapolitan

1207454007 Page: 3 of 4

## **UNOFFICIAL COPY**

STATE OF ILLINOIS ]	
COUNTY OF Jurger ] ss	
State aforesaid, DO HEREBY CERTIFY that known to me to be the same person whose name before me this day in person and acknowledge instrument as such officer of said Lender and ca as _his free and voluntary act and as the free uses and purposes therein set forth.	the above named Anthony C. Renelli personally is subscribed to the foregoing instrument, appeared at that _he signed, sealed and delivered the said used the seal of said Lender to be thereunto affixed and voluntary act and deed of said Lender for the
OFFICIAL SEAL SHERRI GENNA FARY PUBLIC - STATE OF ILLINOIS COMMISSION EXPIRES:01/28/12	Notary Public
C	
STATE OF ILLINOIS ] ss	
COUNTY OF Dipage ] ss	
aforesaid, DO HEREBY CERTIFY that <u>Richar</u> same person whose name is subscribed to the fo	otary Public in and for the said County in the State of E. Nearolitan, personally known to me to be the pregoing instrument, appeared before me this day in d and delivered one said instrument as his free and set forth.
Given under my hand and notarial seal t	4 80
OFFICIAL SEAL	EACTED.
ANTHONY C RENELLI NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:10/14/13	Notary Public

1207454007 Page: 4 of 4

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office NOTARY PUBLIC - STATE OF ILUNORS