

UNOFFICIAL COPY



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

Doc#: 1213748001 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/16/2012 09:12 AM Pg: 1 of 6

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 10th day of April, 2012 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Lender, and WESTERN-GOLF BUILDING, LLC, the Borrower under the Note and CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 3, 1982 AND KNOWN AS TRUST NUMBER 105143, Owner of the Property, hereinafter, collectively called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of a Note in the amount of \$2,000,000.00 dated September 25, 2006 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. 0629133131 and 0629133132, respectively, covering the real estate described as follows:

(EXCEPT THAT PART TAKEN FOR HIGHWAY) THE EAST 105 FEET OF THE WEST 245 FEET OF THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH ON SECTION LINE, 8 CHAINS 89 LINKS; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 20 CHAINS 25 LINKS, MORE OR LESS, TO THE EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼; THENCE SOUTH ON SAID EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼, 8 CHAINS 89 LINKS TO THE SECTION LINE; THENCE WEST ON SECTION LINE, 20 CHAINS 25 LINKS, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 8780 West Golf Road, Niles, IL 60714
PIN: 09-11-300-004-0000

FURTHER secured either in whole or in part by a security interest in and to all of the assets of Second Party evidenced by the financing statement filed by the Illinois Secretary of State on October 25, 2006 as Document No. 11470610 and continued on October 20, 2011 as Document No. 09139698.

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by extending the maturity and as otherwise set forth herein;

441064501-1 mab

UNOFFICIAL COPY

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 One Million Seven Hundred Ninety Eight Thousand Seven Hundred Fifty-Seven and 75/100 DOLLARS (\$1,798,757.75).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from March 25, 2012 to June 25, 2012.
3. This agreement is subject to Second Party paying Lender a loan origination fee of \$250.00, a documentation fee of \$250.00, a flood fee of \$25.00 and March's principal and interest payment in the amount of \$14,265.16

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

SIGNATURES ON FOLLOWING PAGE

UNOFFICIAL COPY

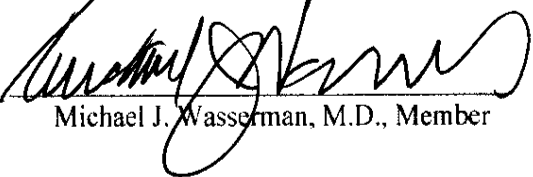
IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

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

SECOND PARTY:
WESTERN-GOLF BUILDING, L.L.C

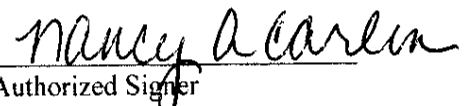
By: _____
Michael P. Sperling,
Vice President

By: _____
Elizabeth Klein, M.D., Member

By: 
Michael J. Wasserman, M.D., Member

By: _____
Francis Casper, M.D., Member

GRANTOR:
CHICAGO TITLE LAND TRUST
COMPANY U/T/A DATED AUGUST
3, 1982, KNOWN AS TRUST NO.
105143 and not personally

By: 
Nancy A. Carlin
Authorized Signer
Asst Vice President

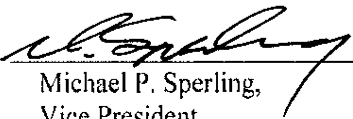
Property of Cook County Clerk's Office

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

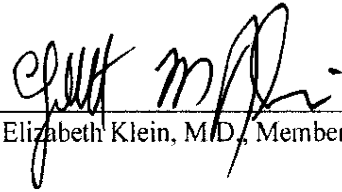
UNOFFICIAL COPY

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

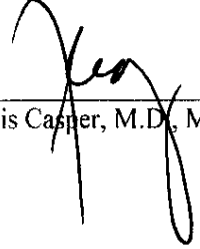
LENDER:
REPUBLIC BANK OF CHICAGO, an
Illinois banking corp.

By: 
Michael P. Sperling,
Vice President

SECOND PARTY:
WESTERN-GOLF BUILDING, LLC

By: 
Elizabeth Klein, M.D., Member

By: _____
Michael J. Wasserman, M.D., Member

By: 
Francis Casper, M.D., Member

GRANTOR:
CHICAGO TITLE LAND TRUST
COMPANY U/T/A DATED AUGUST
3, 1982, KNOWN AS TRUST NO.
105143

By: _____
Authorized Signer

Property of Cook County Clerk's Office

