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Doc#: 1213748005 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 05/16/2012 09:17 AM Pg: 1 of 4

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

## MODIFICATION AND EXTENSION AGREEMENT

ILUS AGREEMENT made as of this 26th day of April, 2012 between REPUBLIC BANK C. CACAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereins for called Bank, and Ricardo E. Correa, the Owner of the property and/or the Obligor under the Nore, hereinafte called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of a certain Note in the amount of \$375,000.00 dated February 8, 2007, 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. 0705133020 and 0705133021 respectively covering the real estate as described in attached Exhibit A.

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 Illinois Secretary of State on February 15, 2007 as Document No. 1181345 and since continued on November 9, 2011.

Commonly known as: 6220 South New England, Chicago, IL 60638 PIN: 19-18-302-015-0000 and 19-18-302-075-0000 (see attached legal description)

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by extending the maturity thereof and then recalculating the monthly payments thereunder based upon the current balance amortized over 20 years and as otherwise set for a herein;

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00), the cover ants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- As of the date hereof, the amount of the principal indebtedness is Three Hundred Thurty-Nine Thousand Five Huncred Twenty and 09/100 Dollars (\$339,520.09).
- The maturity date of the Note and Mortgage hereinbefore described is hereby extended from February 8, 2012 to Tebruary 8, 2017.
- 3. The new monthly payment will be in monthly installments of principal and interest in the amount of Two Thousand Seven Hundred Four and 80/100 Dollars (\$2,704,80) each beginning March 25, 2012 and continuing on the 25th day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on February 8, 2017.

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- 4. Commencing on March 25, 2012, the monthly tax escrow payment of \$1.297.15 will be added to the monthly principal and interest payments and shall be due and payable on the 25<sup>th</sup> day of each month thereafter, it being understood that this payment may increase or decrease based upon an analysis of annual real estate.
- 5. This agreement is subject to Second Party paying Bank a Documentation Fee of 250.00, a Flood Determination Fee of \$25.00, a Search Fee of \$15.58, an appraisal fee of \$1400.00, an appraisal review fee of \$100.00, and the payments due for March and April in the amount of \$5,409.60 of which \$4,400.00 was received previously, and prepaid interest due in the amount of \$1,162.38.

Second 'ary warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting red) of the Obligor and in all respects free from all defenses, setoffs and counterclaims both in law an 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, counterelying, 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.

Marga Strianone Sr Vice President

SECOND PARTY:

Ricardo E. Correa

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STATE OF ILLINOIS 1
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COUNTY OF DoPage 1
1. THE UNDERSIGNED , a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that MARGE SCHIAVONE 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 hat he signed, sealed and delivered the said instrument as such of feer of said Bank and caused the seal of said Bank to be thereunto affixed as free and voluntary act and deed of said Bank for the uses and purposes therein (et) orth.  Given ander my hand and notarial seal this 2 day of May, 2012
the tree
Notary Public
OFFICIAL SEAL ANTHONY C RENELLI NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 10/14/13
STATE OF ILLINOIS ]
COUNTY OF Cook
* / * / * / * / * / * / * / * / * / * /
I. THE UNDERSIGNED , a Notary Public in and for the said County in the State aloresaid, DO HEREBY CERTIFY that RICARDO E. CORRES, 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 2 day of May
Beverly J. Biskupski
OFFICIAL SEAL BEVERLY J BISKUPSKI NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:11/08/13

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## **UNOFFICIAL COPY**

PARCEL 1: THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18. TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN. BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING ON THE WEST LINE OF SOUTH NEW ENGLAND AVENUE AS DEDICATED BY DOCUMENT 17017838 AT A POINT 299 SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE WEST ALONG THE WEST LINE OF SAID NEW ENGLAND AVENUE A DISTANCE OF 100 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION A DISTANCE OF 227 FEET, THENCE NORTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID NEW ENGLAND AVENUE A DISTANCE OF 100 FEET THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION A DISTANCE OF 227 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINGIS, EXCEPTING FROM SAID LAND THE SOUTH 6/2 FEMT

PARCEL 2: THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENGING ON THE WEST LINE OF SOUTH NEW ENGLAND AVENUE, AS DEDICATED BY DOCUMENT 17017838 IT A POINT 174 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION. THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH NEW ENGLAND AVENUE A DISTANCE OF 125 FEET, THENCE NORTH ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION, A DISTANCE OF 227 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTH NEW ENGLAND AVENUE A DISTANCE OF 125 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 227 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS