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Doc#: 1219348001 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/11/2012 08:40 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

THIS AGREEMENT made as of this 20th day of June, 2012 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Lender, TURF-CARE LANDSCAPING, INC., the Borrower under the Note and CONSTANCE J. LYTLE AND GEORGE W. LYTLE, the Guarantors and/or Owners of the property, hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of that certain Note in the amount of \$250,000.00 dated November 13, 2009 since reduced to \$170,000.00, 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 November 16, 2009 as document No. 14776516.

FURTHER SECURED either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 0933608139 and 0933608140, respectively, covering the real estate described below:

LOT 6 IN BLOCK 5 IN FOWLER AND MCDANIELS SUBDIVISION BEING A SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1414 Pitner Avenue, Evanston, Illinois 60201
PIN: 10-13-314-016-0000

FURTHER SECURED either in whole or in part by a Second Mortgage and Assignment of Rents recorded as Document Nos. 0933608141 and 0933608142, respectively, covering the real estate described below:

LOT 'E' IN RESUBDIVISION OF LOTS 5, 6, 7 AND 8 IN BLOCK 3 IN PITNER'S 2ND ADDITION TO EVANSTON A SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1018 Darrow Avenue, Evanston, Illinois 60202
PIN: 10-24-214-024-0000

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WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgages by extending the maturity date and interest 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. The maturity date of the Note hereinbefore described is hereby extended from February 29, 2012 to January 1, 2013.
2. Advances under this Note shall be limited to a) 80% of eligible accounts receivable aged less than 90 days; and b) a further amount not to exceed, 80% of the appraised value of the real estate commonly known as 1414 Pitner Ave., Evanston, IL and 1018 Darrow Ave., Evanston, IL as calculated by Lender, less the balance of any prior mortgage; both based upon a borrowing base certificate on the Lender's form, provided monthly and with every draw.
3. **Cross-Collateralization:** In addition to the Note, the Mortgage shall secure all obligations, debts and liabilities, plus interest thereon, of Second Party, or any one or more of them, to Lender as well as all claims by Lender against Second Party or any one or more of them, to Lender whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Second Party may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable (the "Other Indebtedness").
4. **Cross Default:** If Second Party is in default under the Other Indebtedness or under any document, instrument or agreement securing the same, it shall be deemed a default under the Note and Mortgage. If Second Party shall be in default under the Note, Mortgage or any document, instrument or agreement securing the same, it shall be deemed a default under the Other Indebtedness and under any mortgage, document, instrument or agreement securing the same.
5. This agreement is subject to Second Party paying Lender a documentation fee of \$250.00, a flood determination fee of \$50.00, an appraisal review fee of \$100.00, an appraisal fee of \$800.00, a search fee of \$46.74 and interest in the amount of \$7,452.16 for the months of March, April, May and June.

Second Party and each Guarantor 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 Lender's security interest in the assets of Second Party.

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 Lender 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

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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 Lender's other rights hereunder or under the Guaranty.

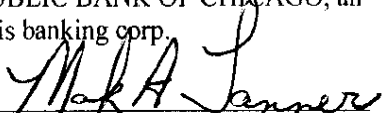
In all other respects, the Note hereinbefore described and all security agreements, financing statements documents and/or instruments securing the same shall remain unchanged and in full force and effect.

Notwithstanding the foregoing, Second Party and each Guarantor 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 and each Guarantor 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.

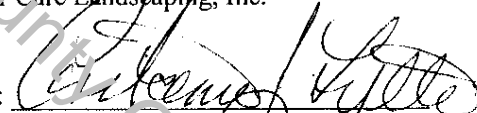
SIGNATURE PAGE TO FOLLOW

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

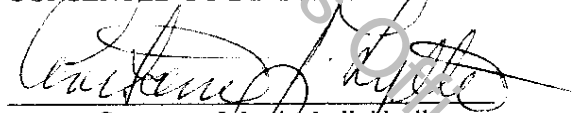
LENDER:
REPUBLIC BANK OF CHICAGO, an
Illinois banking corp.

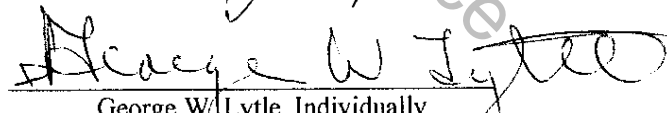
BY: 
Mark Tanner,
Assistant Vice President

SECOND PARTY:
Turf-Care Landscaping, Inc.

BY: 
Constance J. Lytle, President

CONSENTED TO BY GUARANTORS:


Constance J. Lytle, Individually


George W. Lytle, Individually

