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Doc#: 1222154005 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/08/2012 09:12 AM Pg: 1 of 5

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

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 5th day of July, 2012 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Lender, and LUIS CORONA and ALEJANDRA CORONA, the Borrower under the Note, CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TO LASALLE NATIONAL BANK, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF LASALLE NATIONAL BANK ASSOCIATION AS TRUSTEE U/T/A DATED AUGUST 15, 2001 AND KNOWN AS TRUST NUMBER 128029, the Owner of the property, and Alejandra's Mexican Cuisine, Inc., the Guarantor and the Owner of the property, under the Note hereinafter called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of that certain Note in the amount of \$100,000.00 dated December 25, 2007, secured either in whole or in part by a Junior Mortgage and Assignment of Rents recorded as Document No's. 0414842048, 0702933042 and 0414842049 respectively, covering the real estate described below:

LOT 14 IN BLOCK 4 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NUMBER 3, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF RECORDED AS DOCUMENT 12378621 IN COOK COUNTY, ILLINOIS.

Commonly known as: 360 E. North Avenue, Northlake, IL 60164
PIN: 12-32-409-028-0000

FURTHER secured either in whole or in part by a Junior Mortgage recorded as Document No's. 0414842051, 0702933037 (modified), respectively, covering the real estate described below:

LOTS 6 AND 7 IN BLOCK 5 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NUMBER 3 BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1939 AS DOCUMENT 12378621 IN COOK COUNTY, ILLINOIS.

Commonly Known As: 400 E. North Avenue, Northlake, IL 60164
PIN: 12-32-410-006-0000 and 12-32-410-007-0000

FURTHER secured either in whole or in part by a Junior Mortgage recorded as Document No's. 0414842050 respectively, covering the real estate described below:

LOT 7 IN BLOCK 5 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NUMBER 3 BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREFORE RECORDED OCTOBER 5, 1939 AS DOCUMENT 12378621 IN COOK COUNTY, ILLINOIS.

Commonly Known As: 404 E. North Avenue, Northlake, IL 60164
PIN: 12-32-410-007-0000

FURTHER SECURED either in whole or in part by the commercial assets of Alejandra's Mexican Cuisine, Inc., as evidenced by the financing statement filed by the Secretary of State on January 23, 2008 as Document No. 12897561.

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgages by extending the maturity thereof, modifying the rate of interest and then recalculating the monthly payments thereunder based upon the current balance amortized over 10 years and as otherwise set forth herein;

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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 Eighty Four Thousand Five Hundred and NO/100 Dollars (\$84,500.00).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from May 25, 2012 to July 16, 2017.
3. That the nominal Interest Rate of such Note is hereby modified from the variable Base Lending Rate plus 1% to the new Fixed Interest Rate of 6.00% effective May 25, 2012.

Actual interest shall be calculated on the basis of a 365/360 day year; which is to say that by applying the ratio of the rate of interest charged over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All sums received by the Lender shall be applied first to costs then accrued interest and then to principal.

4. The new monthly payment will be in monthly installments of principal and interest in the amount of Nine Hundred Forty One and 91/100 Dollars (\$941.91) each beginning June 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 July 16, 2017.
5. That the terms of such Note are hereby amended to include the following:

Borrower may pay the unpaid principal of the loan in whole or in part upon payment of a prepayment fee calculated as follows: 3% of principal if paid in the first loan year, 2% of principal if paid in the second loan year and 1% of principal if paid in the third loan year. Thereafter, the loan may be prepaid without payment of prepayment fee

6. This agreement is subject to Second Party paying Lender a documentation fee of \$250.00, Suits, Liens and Judgments search in the amount of \$46.74, Appraisal fee of \$2,100.00, Flood search fee of \$75.00, interest in the amount of \$387.30 for the month of May and principal and interest payment for the month of June in the amount of \$941.91.

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.

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 Bank 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 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 Bank's other rights hereunder or under the Guaranty.

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 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.

Signatures on the Following Page:

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

BY: Gordon Carlson
Gordon Carlson,
Vice President

SECOND PARTY:

Luis Corona
Luis Corona, Individually

Alejandra Corona
Alejandra Corona, Individually

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 are not personally 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.

CONSENTED TO BY GRANTOR:

Chicago Title Land Trust Company as successor to LaSalle National Bank, not personally but as Trustee on behalf of LaSalle National Bank Association as Trustee U/T/A Dated August 15, 2001 and known as Trust Number 128029

BY: Mary M. Bray
Its: **MARY M. BRAY** Trust Officer

CONSENTED TO BY GUARANTOR:

Alejandra's Mexican Cuisine, Inc.

BY: Alejandra Corona
Alejandra Corona, President

BY: Luis Corona
Luis Corona, Secretary

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STATE OF ILLINOIS]
] ss
COUNTY OF _____]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that GORDON CARLSON 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 Lender 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 18th day of JULY, 2012

Ramon N. Grippo
Notary Public

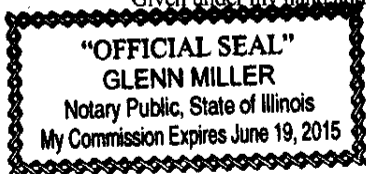


STATE OF ILLINOIS]
] ss
COUNTY OF COOK]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that LUIS CORONA 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 17th day of July, 2012

[Signature]
Notary Public

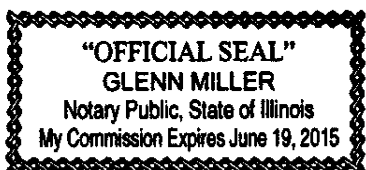


STATE OF ILLINOIS]
] ss
COUNTY OF COOK]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that ALEJANDRA CORONA 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 17th day of July, 2012

[Signature]
Notary Public



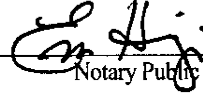
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STATE OF ILLINOIS]
] ss
COUNTY OF DuPage]

MARY M. BRAY Trust Officer of
CHICAGO TITLE LAND TRUST COMPANY * *

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that ~~* *~~, 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 she signed, sealed and delivered the said instrument as Her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of July 2012



Notary Public



Property of Cook County Clerk's Office