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Doc#: 1300954005 Fee: \$46.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/09/2013 09:38 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 4th of December, 2012 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Lender, and GEORGE JACHYMIAK D/B/A TECHNICRAFT AUTO BODY, SEBASTIAN JACHYMIAK AND TECHNICRAFT COLLISION REPAIR EXPERTS, LLC (additional maker), the Owners of the properties and/or the Borrowers under the Note, hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of that certain Note in the amount of \$50,000.00 dated September 29, 2003, secured either in whole or in part by a Junior Mortgage and Assignment of Rents recorded as Document Nos. 0335750140 and 0335750141, respectively, covering the real estate described below:

LOT 3 IN FRANK DE LUGACH'S 83RD STREET HIGHLANDS BEING A SUBDIVISION OF THE NORTH 42/80THS OF WEST ½ OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(This is non-homestead property).

Commonly known as: 8349 South Roberts Road, Justice, IL 60458
PIN: 18-36-300-003-0000

FURTHER, secured either in whole or in part by a Junior Mortgage and Assignment of Rents recorded as Document Nos. 0536102168 and 0536102169, respectively, covering the real estate described below:

THE NORTH ½ OF LOT 2 IN FRANK DELUGACH'S 83RD STREET HIGHLANDS, A SUBDIVISION OF THE SOUTH 42/80THS OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(This is non-homestead property).

Commonly known as: 8307 South Roberts Road, Justice, IL 60458
PIN: 18-36-300-013-0000

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 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. The rate of interest of the Note is hereby changed from a fixed rate of interest of 6.25%, to the nominal Base Rate plus 1.00% effective June 25, 2012.

"Base Lending Rate" means the rate of interest declared from time to time by the Lender to be its base rate, which is not necessarily the lowest rate offered from time to time by the Lender to any of its customers, and said rate shall fluctuate from time to time when and as Lender announces a change in its Base Lending Rate without notice to anyone.

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.

2. Technicraft Collision Repair Experts, LLC shall be added as an additional maker of the Note and shall be deemed to be an additional party to all of the other Loan Documents as if an original signator, thereof Technicraft Collision Repair Experts, LLC shall execute a Security Agreement granting a security interest in and to all of its assets.
3. The maturity date of the Note and Mortgages hereinbefore described is hereby extended from June 25, 2012 to September 21, 2015.
4. **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").
5. **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.
6. This agreement is subject to Technicraft Collision Repair Experts, LLC granting a security interest in and to all of its assets in favor of Lender.
7. This agreement is subject to Second Party paying Lender a documentation fee of \$250.00, flood search fee of \$50.00, an appraisal review fee of 100.00, an appraisal fee of \$1,600.00, a lien search fee of \$46.74 and interest due in the amount of \$839.97 for the months of July, August, September, October and November.

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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.

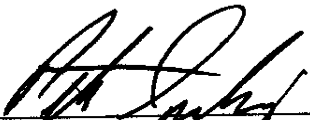
In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

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 party.

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


LENDER:

REPUBLIC BANK OF CHICAGO, an Illinois banking corp.


BY: 
Peter Sperling, Assistant Vice President

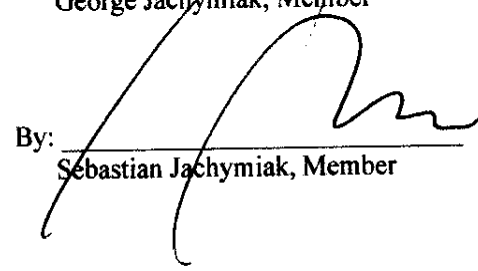
SECOND PARTY:


George Jachymiak, Individually


Sebastian Jachymiak, Individually

TECHNICRAFT COLLISION REPAIR EXPERTS, LLC

By: 
George Jachymiak, Member

By: 
Sebastian Jachymiak, Member

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STATE OF ILLINOIS]
COUNTY OF DuPage] ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that PETER SPERLING 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 Lender 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 Lender for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of December, 2012

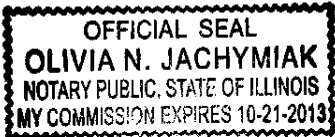


Kimberly M. Smutny
Notary Public

STATE OF ILLINOIS]
COUNTY OF _____] ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that GEORGE JACHYMLAK, 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 10th day of December, 2012



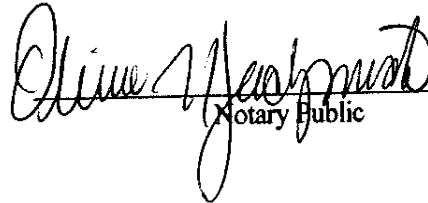
Olivia N. Jachymiak
Notary Public

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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 SEBASTIAN JACHYMIAK, 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 16th day of December, 2012



Notary Public



Property
Cook County Clerk's Office