



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

Doc#: 1317916081 Fee: \$54.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/28/2013 03:43 PM Pg: 1 of 9

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 20th day of June, 2013 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and CONTINENTAL WINDOW AND GLASS CORPORATION, GREG SZTEJKOWSKI, CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO NORTH STAR TRUST COMPANY, SUCCESSOR TRUSTEE TO PARK NATIONAL BANK AND TRUST OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 18, 1998 AND KNOWN AS TRUST NO. 10217, AND CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO NORTH STAR TRUST COMPANY, SUCCESSOR TRUSTEE TO PARK NATIONAL BANK AND TRUST OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 6, 1995 AND KNOWN AS TRUST NO. 10147 (hereinafter collectively called "Second Party"), WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$2,686,009.00 dated February 28, 2008, secured either in whole or in part by a Commercial Mortgage, Security Agreement and Assignment of Leases and Rents recorded as Document No. 0806008089 covering the real estate described below:

AS SET FORTH IN EXHIBIT "A", WHICH IS ATTACHED HERETO AND MADE A PART HEREOF

PIN: 13-27-201-014
13-27-201-015
13-27-202-004

FIDELITY NATIONAL TITLE

1461

Commonly known as: 4311 W. Belmont
Chicago, IL 60641

FURTHER SECURED either in whole or in part by a Commercial Mortgage, Security Agreement and Assignment of Leases and Rents recorded as Document No. 0806008088 covering the real estate described below:

AS SET FORTH IN EXHIBIT "B", WHICH IS ATTACHED HERETO AND MADE A PART HEREOF

PIN: 13-23-326-006

FIDELITY NATIONAL TITLE 999100933

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13-23-326-007
13-23-326-008
13-23-326-009
13-23-326-010

Commonly known as: 3265-81 N. Milwaukee
Chicago, IL 60641

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 July 6, 2000 as Document No. 004126349, since continued on June 17, 2005 as Document No. 6767234 and continued on April 13, 2010 as Document No. 09039239.

WHEREAS, Second Party has requested a modification to the terms of the Note and Commercial Mortgage, Security Agreement and Assignment of Leases and Rents the result of which will be that the Note will be amended to establish two separate credit facilities reallocating the principal indebtedness, one to be amortized over a 25 years with a 3 year term and the other to be amortized over a 15 years with a 3 year term.

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 principal amount of the Note hereinbefore described is \$2,112,586.07. The principal indebtedness of the Note shall be increased by \$800,000.00 to \$2,912,586.07.
2. The rate of interest charged under the Note shall be reduced from 7.75% to a nominal rate of 5.00% effective June 5, 2013. 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.
3. The maturity date of the Note and Mortgages hereinbefore described is hereby extended from March 5, 2013 to June 20, 2016.
4. The Note will be amended so as to create two separate credit facilities. Facility A will be a term credit with a principal indebtedness of \$1,912,586.07 amortized over 25 years with a 3 year term. Facility B will be a new term credit with a principal indebtedness of \$1,000,000.00 amortized over 15 years with a 3 year term.
5. Credit Facility A will be payable in monthly installments of principal and interest in the amount of Eleven Thousand Two Hundred Thirty Eight and 99/100 Dollars (\$11,238.99) each beginning July 5, 2013 and continuing on the 5th day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on June 20, 2016.

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6. Commencing on July 5, 2013, a monthly tax deposit of (\$4,500.00) Four Thousand Five Hundred and 00/100 Dollars will be due with the monthly principal and interest payments of Facility A and shall be due and payable on the 5th day of each month thereafter with Second Party to be responsible for any deficiencies thereof.
7. Credit Facility B will be payable in monthly installments of principal and interest in the amount of Seven Thousand Nine Hundred Twenty Nine and 59/100 Dollars (\$7,929.59) each beginning July 5, 2013 and continuing on the 5th day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on June 20, 2016.
8. This agreement is subject to Second Party executing subordination agreements in form and substance acceptable to Lender.
9. **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").
10. **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.
11. This agreement is subject to Second Party paying the Lender all fees as stated on Disbursement Statement dated June 20, 2013.

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 security interest in favor of Lender.

In all other respects, the Note hereinbefore described and all security agreement 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

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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.

TRUSTEE'S EXCULPATION: This Agreement is executed by CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TO NORTH STAR TRUST COMPANY, SUCCESSOR TRUSTEE TO PARK NATIONAL BANK AND TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 18, 1998 AND KNOWN AS TRUST NO. 10217, AND UNDER TRUST AGREEMENT DATED JANUARY 6, 1995 AND KNOWN AS TRUST NO. 10147, and it is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against such Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

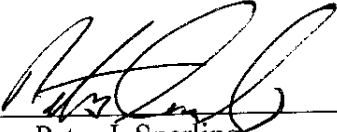
IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

Signatures appear on next page

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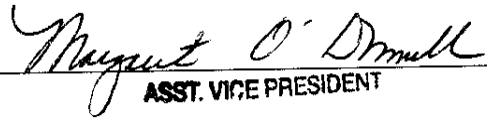
LENDER:

REPUBLIC BANK OF CHICAGO, an
Illinois banking corp.

BY: 
Peter J. Sperling,
Vice President

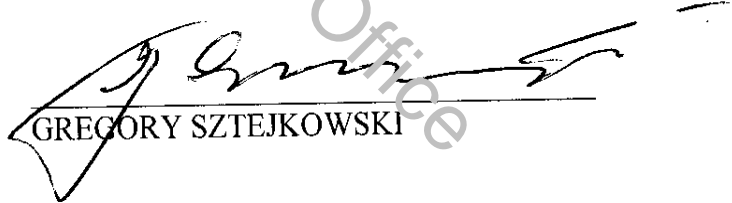
SECOND PARTY:

CHICAGO TITLE LAND TRUST
COMPANY, SUCCESSOR TO NORTH
STAR TRUST COMPANY,
SUCCESSOR TO PARK NATIONAL
BANK AND TRUST OF CHICAGO, NOT
PERSONALLY, BUT SOLELY AS
AS TRUSTEE UNDER TRUST
AGREEMENT DATED FEBRUARY 18,
1998 AND KNOWN AND KNOWN AS
TRUST NO. 10217

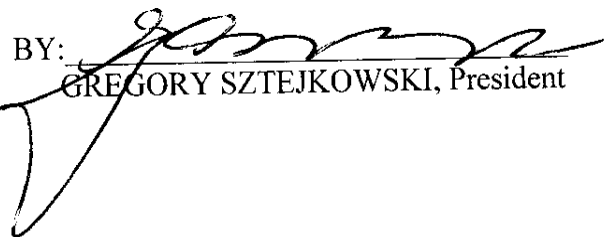
By: 
ASST. VICE PRESIDENT

CHICAGO TITLE LAND TRUST
COMPANY SUCCESSOR TO NORTH
STAR TRUST COMPANY,
SUCCESSOR TO PARK NATIONAL
BANK AND TRUST OF CHICAGO, NOT
PERSONALLY, BUT SOLELY AS
AS TRUSTEE UNDER TRUST
AGREEMENT DATED JANUARY 5, 1995
AND KNOWN AND KNOWN AS
TRUST NO. 101047

BY: 
ASST. VICE PRESIDENT


GREGORY SZTEJKOWSKI

CONTINENTAL WINDOW AND GLASS
CORPORATION

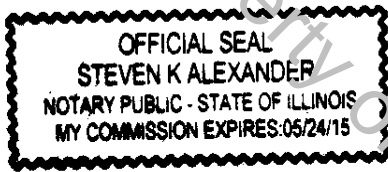
BY: 
GREGORY SZTEJKOWSKI, President

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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 PETER J. 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 Bank and caused the seal of said Bank 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 25th day of June , 2013 .



 Steven K. Alexander
Notary Public

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 GREG SZTEJKOWSKI , 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 25th day of June , 13 .



 Justyna J. Sztejkowski
Notary Public

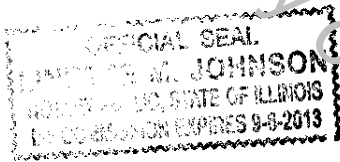
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ASST. VICE PRESIDENT
CHICAGO TITLE LAND TRUST COMPANY

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 MARGARET O'DONNELL personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such officers of said Bank as Trustee, as their free and voluntary act and as the free and voluntary act and deed of said Trustee for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of June, 2013.



[Signature]
Notary Public

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"EXHIBIT A"

PARCEL 1: LOTS 1 TO 6 BOTH INCLUSIVE IN BLOCK 3 AND LOTS 6, 7 AND 8 IN BLOCK 2 (EXCEPT THOSE PORTIONS OF LOTS 1, 2 AND 3 IN BLOCK 3 AND LOTS 6, 7 AND 8 IN BLOCK 2 LYING EASTERLY OF A STRAIGHT LINE PARALLEL WITH AND 60 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM CENTER LINE OF WEST BOUND MAIN TRACK OF CHICAGO, MILWAUKEE AND ST. PAUL AND PACIFIC RAILROAD COMPANY AS THE SAME WAS LAID AND OPERATED AS OF FEBRUARY 6, 1934 AND WHICH STRAIGHT LINE EXTENDS FROM A POINT ON THE NORTH LINE OF SAID LOT 1 IN BLOCK 3, DISTANCE 73.81 FEET MORE OR LESS WEST OF THE NORTHEAST CORNER TO A POINT ON THE SOUTH LINE OF LOT 8 IN BLOCK 2 DISTANT 73.99 FEET MORE OR LESS EAST OF THE SOUTHWEST CORNER THEREOF AND WHICH IS PARALLEL TO CENTER LINE OF SAID WEST BOUND MAIN TRACK), ALL IN CUSHING'S SUBDIVISION OF THE WEST 50 ACRES OF THE NORTH 120 ACRES OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 1, 2, 3, 4 AND 6 TOGETHER WITH 9 FOOT ALLEY LYING EAST AND ADJOINING LOTS 1 THRU 3 AND LYING WEST AND ADJOINING LOTS 4 THRU 6 IN KROFF'S SUBDIVISION OF LOT 7 OF BLOCK 3 IN CUSHING SUBDIVISION OF THE WEST 50 ACRES OF THE NORTH 120 ACRES OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: ALL THAT PART OF NORTH KILDARE AVENUE LYING WEST OF THE WEST LINE OF LOTS 4, 5, 6 AND 7 IN BLOCK 2 IN CUSHING'S SUBDIVISION OF THE WEST 50 ACRES OF THE NORTH 120 ACRES OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; LYING EAST OF THE EAST LINE OF LOTS 3, 4, 5 AND 6 IN BLOCK 3 IN CUSHING'S SUBDIVISION AFORESAID; LYING EAST OF THE EAST LINE OF LOTS 4, 5 AND 6 IN KROFF'S SUBDIVISION OF LOT 7 IN BLOCK 3 IN CUSHING'S SUBDIVISION AFORESAID; LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 4 IN KROFF'S SUBDIVISION OF LOT 7 IN BLOCK 3 AFORESAID, TO THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 2 IN CUSHING'S SUBDIVISION AFORESAID; AND LYING SOUTHWESTERLY OF A STRAIGHT LINE PARALLEL WITH AND 60 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE WESTBOUND MAIN TRACK OF METRA (FORMERLY THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY) AS THE SAME WAS LAID OUT AND OPERATED AS OF FEBRUARY 6, 1934 AND WHICH STRAIGHT LINE EXTENDED FROM A POINT ON THE NORTH LINE OF LOT 1 IN BLOCK 3, IN CUSHING'S SUBDIVISION AFORESAID, A DISTANCE OF 73.81 FEET, MORE OR LESS WEST OF THE NORTHEAST CORNER THEREOF TO A POINT ON THE SOUTH LINE OF LOT 8 IN BLOCK 2, IN CUSHING'S SUBDIVISION AFORESAID, A DISTANCE OF 73.99 FEET MORE OR LESS EAST OF THE SOUTHWEST CORNER THEREOF, THE AFORESAID PORTION OF NORTH KILDARE AVENUE HAVING BEEN VACATED BY THE CITY OF CHICAGO ORDINANCE RECORDED NOVEMBER 22, 1995 AS DOCUMENT NO. 95810125, IN COOK COUNTY, ILLINOIS.

PIN: 13-27-201-014
 13-27-201-015
 13-27-202-004

Common Address: 4311 W. Belmont
 Chicago, IL 60641

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"EXHIBIT B"

Lots 1, 2, 3, 4 and 5 in William J. Sweeney's Milwaukee Avenue Addition to Chicago, a subdivision of Lots 1 to 4 in Circuit Court Commissioner's division of The Estate of John Sweeney, being that part East of Milwaukee Avenue of the West $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook county, Illinois

PIN: 13-23-326-006
13-23-326-007
13-23-326-008
13-23-326-009
13-23-326-010

Common Address: 3265-81 N. Milwaukee
Chicago, IL 60641