

# UNOFFICIAL COPY



Doc#: 1402254015 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/22/2014 09:09 AM Pg: 1 of 4

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 10<sup>th</sup> day of October, 2013 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and HARRY KLEIN, the Borrower under the Note and CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS NOT INDIVIDUALLY BUT AS SUCCESSOR TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 30, 1989 AND KNOWN AS TRUST NUMBER 2345, the Owner of the property hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner a certain Note dated November 30, 2009 in the amount of \$500,000.00 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 Documents Nos. 0933804131 and 0933804132, respectively covering the real estate as described below:

LOTS 1, 2, 3 AND 4 IN HOMEWOOD REALTY TRUST RESUBDIVISION OF PART OF THE WEST ½ OF THE SOUTH EAST ¼ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1925 IN BOOK 209 OF PLATS, PAGE 41 AS DOCUMENT 8972425, IN COOK COUNTY, ILLINOIS.

Commonly known as: 18061 S. Dixie Highway, Homewood, IL 60430  
PIN: 29-31-408-001-0000

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by modifying the rate of interest charged under the Note and 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. As of the date hereof, the amount of the principal indebtedness is Four Hundred Sixty Seven Thousand Three Hundred Nineteen and 78/100 Dollars (\$467,319.78).
2. That the nominal Interest Rate of such Note is hereby modified from the existing Interest Rate of 6.50% to the new nominal Interest Rate of 4.50% effective October 1, 2013.

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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 new monthly payment will be in monthly installments of principal and interest in the amount of Two Thousand Eight Hundred Sixty Six and 35/100 Dollars (\$2,866.35) each beginning November 1, 2013 and continuing on the 1<sup>st</sup> day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on November 30, 2014.
4. This agreement is subject to Second Party paying Lender a documentation fee of \$250.00, a search fee of \$106.16, and a flood determination fee of \$25.00.

Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Borrowers 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.

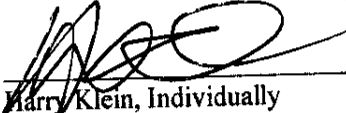
Notwithstanding the foregoing, Second Party expressly waives any defenses, which it now has or may have or assert. Furthermore, in order to induce Lender to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party 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 parties.

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

**LENDER:**  
REPUBLIC BANK OF CHICAGO, an  
Illinois Banking Corporation

BY:   
Virginia Ibes, Vice President

**SECOND PARTY:**

  
Harry Klein, Individually

SIGNATURES CONTINUED ON FOLLOWING PAGE

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GRANTOR:

CHICAGO TITLE LAND TRUST  
COMPANY, A CORPORATION OF  
ILLINOIS, NOT INDIVIDUALLY  
BUT AS SUCCESSOR TO LASALLE  
NATIONAL BANK AS TRUSTEE  
UNDER TRUST AGREEMENT  
DATED MAY 30, 1989 AND KNOWN  
AS TRUST NUMBER ~~10-2345-19~~ 2345



By:

[Handwritten Signature]  
Authorized Signer

Its: Asst Vice President

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 not personally. No personal liability or personal responsibility is 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.

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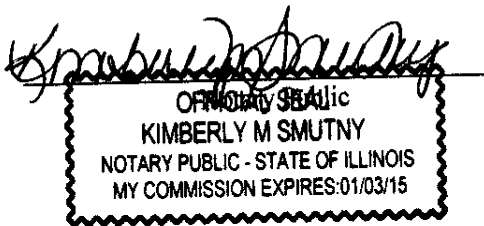
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STATE OF ILLINOIS ]  
COUNTY OF DuPage ] ss ]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named VIRGINIA IBES 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 28<sup>th</sup> day of October, 2013

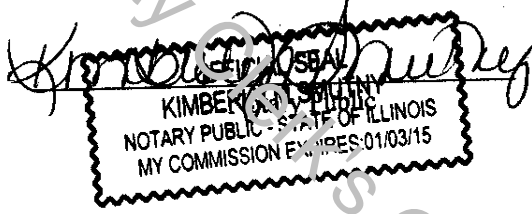
STATE OF ILLINOIS ]  
COUNTY OF DuPage ] ss ]



I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that HARRY KLEIN, 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 28<sup>th</sup> day of October, 2013

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 \_\_\_\_\_, Trustee, CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS, NOT INDIVIDUALLY BUT AS SUCCESSOR LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 30, 1989 AND KNOWN AS TRUST NUMBER ~~10-2345-19~~, 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 28<sup>th</sup> day of October, 2013

