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Doc#: 1402254020 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/22/2014 09:14 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 19th day of November, 2013 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Lender, and Juan Hernandez and Lidia G. Hernandez the Owner of the property and/or the Borrower under the Note, and Broadway Foods, Inc., the Guarantor all of which are hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of a certain Note in the amount of \$177,000.00 dated May 9, 2005, 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 Document Nos. 0514433024 and 0523615009 respectively, covering the real estate described below:

THAT PART OF LOT 36 LYING NORTH OF A LINE DRAWN BETWEEN A POINT IN THE EAST LINE OF SAID LOT, 1.29 FEET SOUTH OF THE NORTHEAST CORNER AND A POINT IN THE WEST LINE OF SAID LOT, 1.07 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 36, ALL OF LOT 37 IN BLOCK 106, IN MELROSE, BEING A SUBDIVISION OF LOTS 3, 4 AND 5 IN THE SUBDIVISION OF THE SOUTH ½ OF SECTION 3 AND ALL OF SECTION 10, LYING NORTH OF THE CHICAGO AND NORTH WESTERN RAILROAD, GALENA DIVISION, ALL IN TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL DIVISION, IN COOK COUNTY, ILLINOIS.

Commonly known as: 108 N. Broadway (a/k/a 108 N. 19th Avenue), Melrose Park, IL 60160

PIN: 15-10-105-057-0000

Further secured either in whole or in part by a Junior Mortgage and Assignment of Rents recorded as Document Nos. 0523615008 and 0514433025 respectively, covering the real estate described below:

LOT 38 AND LOT 39 IN BLOCK 105 IN MELROSE, A SUBDIVISION OF LOTS 3 TO 5 IN THE SUBDIVISION OF THE SOUTH ½ OF SECTION 3 AND ALL OF SECTION 10, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILROAD, GALENA DIVISION IN TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 114 N. 18th Avenue, Melrose Park, IL 60160

PIN: 15-10-106-043-0000

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FURTHER secured either in whole or in part by a security interest in and to the assets of Second Party as evidenced by the financing statement filed by the Secretary of State on June 6, 2005 as Document No. 9892443 continued on April 8, 2010 as Document No. 09038653 and Document No. 9912614 continued on April 8, 2010 as Document No. 09038652.

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgages as set forth changing the rate of interest charged thereunder, increasing the principal indebtedness, modifying the principal and interest payments due based on a 22 year amortization thereunder and by extending the maturity as 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 One Hundred Fifty Six Thousand Six Hundred and 55/100 Dollars (\$156,600.55). The principal indebtedness will be increased by Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), to cover fees, for a new principal indebtedness of One Hundred Fifty Nine Thousand One Hundred and 55/100 Dollars (\$159,100.55).
2. The maturity date of the Note hereinbefore described is hereby extended from May 9, 2013 to May 9, 2018.
3. That the Interest Rate of such Note is hereby modified from the existing fixed interest rate of 6.00% to the new nominal fixed interest rate of 5.50% effective May 9, 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.

4. The new monthly payment will be made in monthly installments of principal and interest in the amount of One Thousand Forty Seven and 77/100 Dollars (\$1,447.77) each beginning June 9, 2013 and continuing on the 9th day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on May 9, 2018.
5. The monthly tax escrow payment in the amount of Seven Hundred Twenty Eight and 28/100 Dollars (\$728.28) will resume on August 9, 2013 and continue on the 9th day of each and every month thereafter, subject to annual adjustment based upon an analysis of the tax bill
6. This agreement is subject to Second Party paying Lender a loan fee \$1,000.00, an appraisal fee of \$800.00, an appraisal review fee of \$100.00, a flood search fee of \$50.00, search fees of 47.00, the escrow payments due for the months of August, September, October and November in the amount of \$2,913.12, and the principal and interest payments due for the months of June, July, August, September, October and November in the amount of \$6,286.62.

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.

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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 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 mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

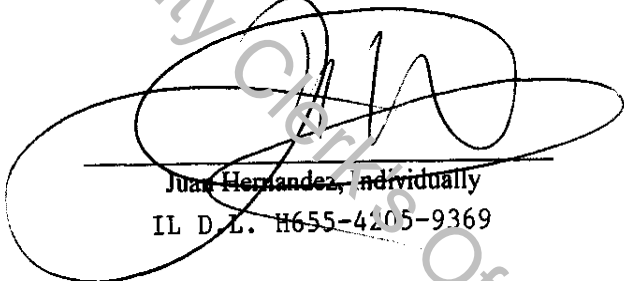
Notwithstanding the foregoing, Second Party expressly waives any defenses, which it now has or may have or assert. Furthermore, in order to induce Lender to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party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

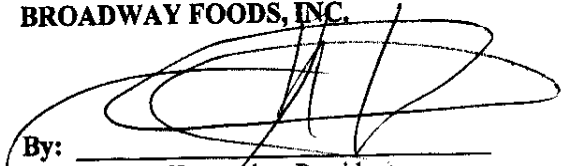
BY: 
Alexander E. Ward
Assistant Vice President

SECOND PARTY:


Juan Hernandez, Individually
IL D.L. H655-4205-9369


Lidia G. Hernandez, Individually
IL D.L. H655-5206-5764

BROADWAY FOODS, INC.

By: 
Juan Hernandez, President
IL D.L. H655-4205-5764

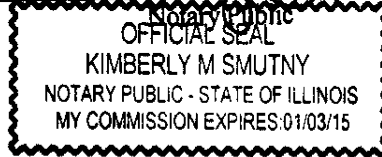
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STATE OF ILLINOIS]
COUNTY OF DuPage] ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that ALEXANDER E. WARD 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 20th day of November, 2013

Kimberly M Smutny



STATE OF ILLINOIS]
COUNTY OF Cook] ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that JUAN HERNANDEZ, 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 25 day of November, 2013

Felix Che
Notary Public



STATE OF ILLINOIS]
COUNTY OF Cook] ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that LIDIA G. HERNANDEZ, 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 25 day of November, 2013

Felix Che
Notary Public

