

# UNOFFICIAL COPY



Doc#: 1602846007 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/28/2016 09:15 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 17<sup>th</sup> day of December, 2015 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, assignee from FDIC as receiver of Edgebrook Bank, hereinafter called Lender, and 1527 N North Park LLC the Borrower under the Note, D.O.M. Construction, Inc., Lubomir Murgas and Marcin Gpik, the Guarantors under the Note and Lubomir Murgas and Valeria Murgas, the Owners of the Property, hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of a certain Note in the amount of \$1,500,000.00 dated November 26, 2014, together with all renewal, extensions, modifications, refinancings, consolidations and substitutions thereof secured either in whole or in part by a Junior Mortgage and Assignment of Rents recorded as Document Numbers R2014-116863 and R2014-116864 covering the real estate described as follows:

LOT 5 IN BLOCK 2 IN TOWN DEVELOPMENT COMPANY'S ELMHURST COUNTRYSIDE UNIT 5, BEING A SUBDIVISION OF THE SOUTH ½ OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1945 AS DOCUMENT 488259 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: 1S456 MacArthur Drive, Oakbrook Terrace, IL 60181  
PIN: 06-22-306-016

FURTHER secured either in whole or in part by a Junior Mortgage and Assignment of Rents recorded as Document Numbers R2014-116861 and R2014-116862 covering the real estate described as follows:

LOT 22 IN BLOCK 2 IN TOWN DEVELOPMENT COMPANY'S ELMHURST COUNTRYSIDE UNIT NUMBER FIVE, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1945, AS DOCUMENT NO. 488359, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: 1S523 Marshall Road, Oakbrook, Terrace, IL 60181  
PIN: 06-22-306-009

FURTHER secured either in whole or in part by a Construction Mortgage and Assignment of Rents recorded as Document Numbers 1434550021 and 1434550022 covering the real estate described as follows:

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THE NORTHWEST ¼ OF LOT 94 IN OGDENS SUBDIVISIO OF THE WEST ½ OF LOTS 120 AND 125 AND ALL OF LOTS 123, 124, 127 TO 134, BOTH INCLUSIVE, AND LOT 137 IN BRONSON ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 17, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1527 N. North Park Avenue, Chicago, IL 60610  
PIN: 17-04-202-010-0000

FURTHER secured either in whole or in part by a Junior Mortgage and Assignment of Rents recorded as Document Numbers R2014-116859 and R2014-116860 covering the real estate described as follows:

LOT 1 IN BLOCK 4 IN BLOCK 4 IN A.T. MCINTOSH AND COMPANY'S WESTLANDS UNIT NO. 3, BEING A SUBDIVISION IN THE EAST ½ OF THE WEST ½ OF SECTION 22, TOWNSHIP 30 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 18, 1953 AS DOCUMENT 682585 AND CERTIFICATE OF CORRECTION FILED ON JUNE 29, 1953 AS DOCUMENT 686874, IN DU PAGE COUNTY, ILLINOIS.

Commonly known as: 18667 Myrtle Avenue, Oakbrook Terrace, IL 60181  
PIN: 06-22-107-012

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by extending the maturity date 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 ONE MILLION FOUR HUNDRED NINETY NINE THOUSAND NINE HUNDRED EIGHTY ONE AND 99/100 DOLLARS (\$1,499,981.99).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from November 26, 2015 to March 26, 2016.
3. This agreement is subject to Second Party paying Lender a documentation fee of \$250.00 and interest due as of November 26, 2015 in the amount of \$9,041.56.

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.

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.

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.

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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.

**SECOND PARTY:**  
1527 N North Park LLC

BY: \_\_\_\_\_

Alexander E. Ward  
Vice President

BY: \_\_\_\_\_

Lubomir Murgas, Manager

BY: \_\_\_\_\_

Marcin Orpik, Manager

CONSENTED TO BY GRANTORS

Lubomir Murgas, Individually

Valeria Murgas, Individually

CONSENTED TO BY GUARANTORS

Lubomir Murgas, Individually

Marcin Orpik, Individually

D.O.M. Construction, Inc.

BY: \_\_\_\_\_

Marcin Orpik, President

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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 23<sup>rd</sup> day of December, 2015

Notary Public

STATE OF ILLINOIS ]  
COUNTY OF DeKalb ] ss

OFFICIAL SEAL  
KIMBERLY M SMUTNY  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 01/03/19

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that LUISOMIR MURGAS, 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 23<sup>rd</sup> day of December, 2015

~~Notario Público~~

STATE OF ILLINOIS ]  
COUNTY OF Superior ] ss.

OFFICIAL SEAL  
KIMBERLY M SMUTNY  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES:01/03/19

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that VALERIA MURGAS, 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 23<sup>rd</sup> day of December, 2015

Notary Public

STATE OF ILLINOIS ]  
COUNTY OF Superior ] ss. ]

OFFICIAL SEAL  
KIMBERLY M SMUTNY  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 01/03/19

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that MARCIN ORPIK, 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 23<sup>rd</sup> day of December, 2014

Notary Public

OFFICIAL SEAL  
KIMBERLY M SMUTNY  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 01/03/19

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