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



Doc#: 1624246008 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/29/2016 10:09 AM Pg: 1 of 7

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 20th day of July, 2016 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Lender, and Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank, not personally but as Trustee under Trust Agreement dated 03/29/1994 and known as Trust Number 94-2013, the Borrower under the Note and owner of the property, ELZIE L. HIGGINBOTTOM the Guarantor all of which are hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of a certain Note in the amount of \$1,485,000.00 dated April 28, 2011, 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. 1113944089 and 1113944090 covering the real estate described as follows:

LOTS 636 TO 644, INCLUSIVE, IN D.J. KENNEDY'S PARK ADDITION, A SUBDIVISION IN THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 12 TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as: 5332 S. Western Avenue, Chicago, IL 60609
PIN: 19-12-423-032-0000; 19-12-423-033-0000; 19-12-423-034-0000,
19-12-423-035-0000; 19-12-423-053-0000 and 19-12-423-056-0000

WHEREAS, the parties hereto wish to modify the terms of said Note by extending the maturity thereof, recalculating the monthly principal and interest payment based upon a 10-year amortization 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 One Hundred Eighteen Thousand Seven Hundred Sixty Nine and 44/100 Dollars (\$1,118,769.44).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from April 28, 2016 to June 28, 2021.

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3. That the nominal Interest Rate of such Note is hereby modified from the existing Interest Rate of 6.25% to the new Interest Rate of 5.00% effective June 28, 2016.

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 monthly payment will continue to be in monthly installments of principal and interest in the amount of Eleven Thousand Nine Hundred Six and 03/100 Dollars (\$11,906.03) beginning July 28, 2016, and continuing on the 28th day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on June 28, 2021.
5. The monthly tax escrow payment in the amount of Four Thousand Three Hundred Thirteen and 75/100 Dollars (\$4,313.75) will resume on July 28, 2016 and continue on the 28th 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 of \$5,593.84, a documentation fee of \$250.00, a flood search fee of \$25.00, an appraisal fee of \$2,500.00 and suits, liens and judgments search fees in the amount of \$77.90. Total due with modification is \$8,446.74.

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.

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 except full payment. 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 existing as of the date hereof.

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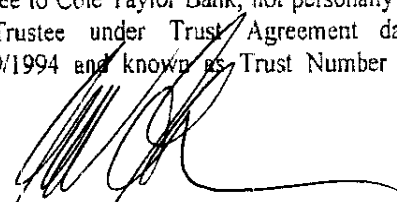
IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

LENDER:
REPUBLIC BANK OF CHICAGO, an

Illinois banking corp.

By: _____
David Livingston,
Executive Vice President

SECOND PARTY:
Chicago Title Land Trust Company as successor
Trustee to Cole Taylor Bank, not personally but
as Trustee under Trust Agreement dated
03/29/1994 and known as Trust Number 94-
2013

By: 
Mario V. Gotanco
authorized signor

CONSENTED TO BY GUARANTOR(S):


Eltzie L. Higginbottom, Individually

Property of Cook County Clerk's Office

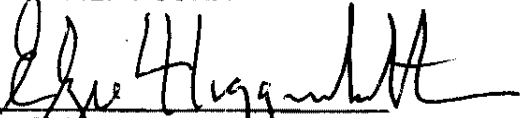
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IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

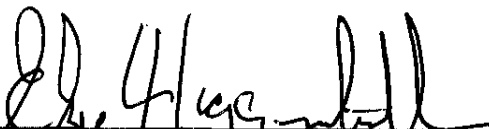
LENDER:
REPUBLIC BANK OF CHICAGO, an
Illinois banking corp.

By: 
David Livingston,
Executive Vice President

SECOND PARTY:
EAST LAKE MANAGEMENT &
DEVELOPMENT CORP.

By: 
Elzie L. Higginbottom, President

CONSENTED TO BY GUARANTOR(S):


Elzie L. Higginbottom, Individually

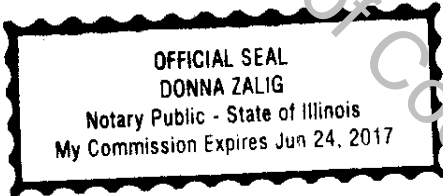
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STATE OF ILLINOIS]
] ss
COUNTY OF COOK]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that DAVID LIVINGSTON 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 4th day of August, 2016.



Donna Zalig
Notary Public

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 ELZIE L. HIGGINBOTTOM 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 2 day of Aug, 16.



Margo Alexander
Notary Public

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State of Illinois)

SS.

County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Mario V. Gotanco, Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 9th day of August, 2016


NOTARY PUBLIC



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EXHIBIT A

LOTS 636 THROUGH 644, INCLUSIVE, IN D.J. KENNEDY'S PARK ADDITION, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER IN SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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