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Doc# 1715908253 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/08/2017 01:54 PM PG: 1 OF 5

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

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 12th day of May, 2017 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Lender, and WEST BIRCHWOOD DEVELOPMENT, LLC, the Owner of the property and/or the Borrower under the Note and NICHOLAS J. HYNES, MARY ANN HYNES AND JAMES HYNES, the Guarantors under the Note all of which are hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of that certain Note in the amount of \$412,500.00 dated September 10, 2015, secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 1527826015, and 1527826016 respectively, covering the real estate described below:

LOT 13 IN BLOCK 10 IN DINGEE AND MCDANIEL'S RESUBDIVISION OF BLOCKS 3, 6, 9 AND 10 AND THE SOUTH 1/2 OF BLOCK 8 AND LOTS 4, 5, AND 6 IN BLOCK 5 IN WILMETTE VILLAGE AND 33 FEET SOUTH OF AND ADJOINING THE CENTER OF SOUTH AVENUE, IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 400 Park Ave., Wilmette, IL 60091
PIN: 05-34-120-007-0000

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by extending the maturity date 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. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from March 10, 2017 to March 10, 2018.
2. That the Interest Rate of such Note will remain the same at the existing Interest Rate of 1.0% over the floating Prime Rate of the Lender.

"Prime Rate" means the rate of interest declared from time to time by the Lender to be its prime rate, which is not necessarily the lowest rate offered from time to time by the

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Lender to any of its customers, and said rate shall fluctuate from time to time when and as Lender announces a change in its Prime Rate without notice to anyone.

3. The monthly payments will continue to be in monthly installments of interest only beginning June 10, 2017 and continuing on the 10th day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on March 10, 2018.
4. This agreement is subject to Second Party paying Bank a renewal fee of \$1,031.00, a documentation fee of \$250.00, a flood search fee of \$25.00, an appraisal fee of \$350.00 and an appraisal review fee of \$100.00. Total due with Modification: \$1,756.00.

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

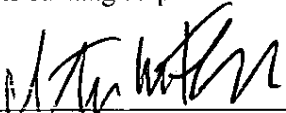
Notwithstanding the foregoing, Second Party expressly waives any defenses, which it now has or may have or assert. Furthermore, in order to induce Lender to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party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

SIGNATURES ON FOLLOWING PAGE

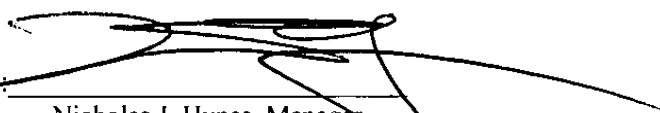
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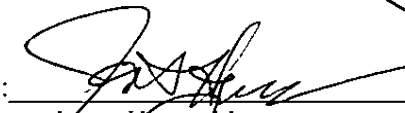
IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

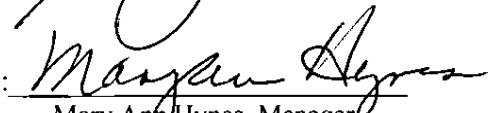
LENDER:
REPUBLIC BANK OF CHICAGO, an
Illinois banking corp.

BY: 
Stephen Forde,
Vice President

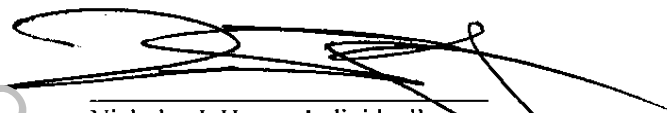
SECOND PARTY:
WEST BIRCHWOOD
DEVELOPMENT, LLC

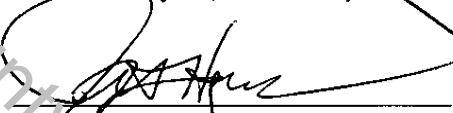
BY: 
Nicholas J. Hynes, Manager

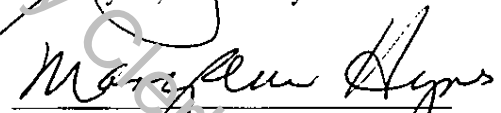
BY: 
James Hynes, Manager

BY: 
Mary Ann Hynes, Manager

CONSENTED TO BY GUARANTORS:


Nicholas J. Hynes, Individually


James Hynes, Individually


Mary Ann Hynes, Individually

Property of Cook County Clerk's Office

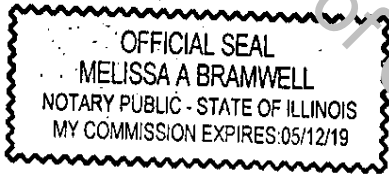
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STATE OF ILLINOIS]
] ss
COUNTY OF DuPage]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that STEPHEN FORDE 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 Bank 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 16th day of May, 2017

Melissa A. Bramwell
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 NICHOLAS J. HYNES, 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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of May, 2017

Jean D. Sheridan
Notary Public

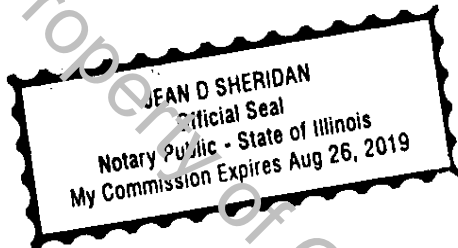


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STATE OF ILLINOIS]
] ss
COUNTY OF Cook]

I, THE UNDERSIGNED , a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that JAMES HYNES , 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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of May , 2017



 Jean D Sheridan
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 MARY ANN HYNES , 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 her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of May , 2017



 Jean D Sheridan
Notary Public