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KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/01/2017 11:02 AM PG: 1 OF 6
Doc# Fee \$18.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/01/2017 11:02 AM PG: 1

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

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 13th day of September, 2017 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Lender, and PREMIERE HOUSING LLC AND TIMOTHY E. GRAY the Borrower's under the Note, and/or Owners of the properties and TIMOTHY E. GRAY, AS TRUSTEE UNDER THE TIMOTHY E. GRAY REVOCABLE TRUST DATED AUGUST 9, 2017 (Additional Guarantor) hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS Lender is the owner of that certain Note in the amount of \$680,000.00 dated March 31, 2016, secured either in whole or in part by a Mortgage, Security Agreement and Assignment of Leases and Rents recorded as Document Nos. 1611834006 and 1611834007, respectively, covering the real estate described below:

SEE ATTACHED EXHIBIT "A"

FURTHER secured either in whole or in part by a security interest in and to the assets of Second Party evidenced by the financing statement filed by the Secretary of State on March 30, 2016 as Document No.021229571.

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage 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 SIX HUNDRED FORTY THREE THOUSAND ONE HUNDRED NINETY FIVE AND 00/100 DOLLARS (\$643,195.00).
2. By executing this instrument, the Timothy E. Gray Revocable Trust, dated August 9, 2017 agrees to join as Guarantor of the Note, liable thereunder to the full extent of the obligation.
3. This agreement is subject to Second Party paying Lender a documentation fee of \$250.00 and flood search fees of \$200.00 for 16 properties. Total due with modification is \$450.00.

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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 Bank's other rights hereunder or under the Guaranty.

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.

In all other respects, the Note hereinbefore described and all security agreements, financing statements documents and/or instruments securing the same shall remain unchanged and in full force and effect.

Notwithstanding the foregoing, Second Party and each Guarantor expressly waive 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 and each Guarantor 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: 
Ray Burzic, Vice President

SECOND PARTY:
Premiere Housing LLC, an Illinois Liability
Company

By: 
Timothy E. Gray, Manager

By: 
Timothy E. Gray, Individually

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CONSENTED TO BY GUARANTOR:

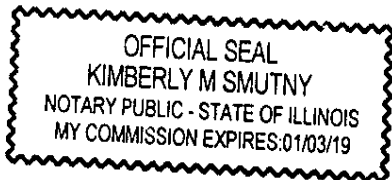
Timothy E. Gray, As Trustee under the Timothy E. Gray Revocable Trust Agreement Dated August 9, 2017

By: *Timothy E. Gray*
Timothy E. Gray, Trustee

STATE OF ILLINOIS |
 | ss
COUNTY OF *DeKalb* |

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that RAY BURZIC 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 Bank 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 Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this *22nd* day of *September 2017*

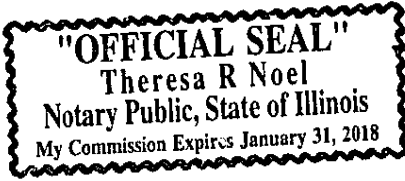


Kimberly M Smutny
Notary Public

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 TIMOTHY E. GRAY, 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 *22nd* day of *September, 2017*



Theresa R Noel
Notary Public

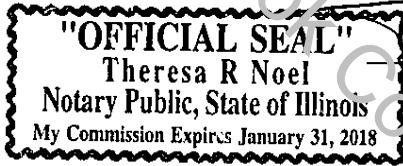
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STATE OF ILLINOIS |
 | ss

COUNTY OF _____ |

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that TIMOTHY E. GRAY, Trustee, personally known to me to be the same persons whose names are TIMOTHY E. GRAY REVOCABLE TRUST 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 22nd day of September 2017.



Theresa R Noel
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL I:

LOTS 13 AND 14 (EXCEPT THE WEST 40 FEET OF LOTS 13 AND 14) IN BLOCK 12 IN N. LANCASTER'S SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO.: 20-22-322-033-0000

ADDRESS: 106-112 EAST 71ST STREET, CHICAGO, IL 60619

PARCEL II:

THE EAST 21.7 FEET OF THE WEST 177.34 FEET OF THE NORTH HALF OF LOT 9, IN DEMPSTER GARDEN HOMES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL III:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL II AS SET FORTH AND DEFINED IN THE DOCUMENT RECORDED AS DOCUMENT NO. 17877299 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NO. 18104793.

PIN NO.: 09-15-413-042-0000

ADDRESS: 8825 ROBIN DRIVE, DESPLAIN S, IL 60016

PARCEL IV:

LOT 13, IN PAWLOWSKI AND ZYGMUNT'S LUNA AND LOTUS AVENUE RESUBDIVISION OF LOTS 37 TO 44, BOTH INCLUSIVE, IN BLOCK 6, AND OF LOTS 29 TO 36, BOTH INCLUSIVE, IN BLOCK 8, IN HOWSER'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO.: 13-28-327-011-0000

ADDRESS: 2429 NORTH LOTUS AVENUE, CHICAGO, IL 60639

PARCEL V:

LOT 11, IN NIEMAN'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO.: 13-35-303-009-0000

ADDRESS: 1945 NORTH HAMLIN, CHICAGO, IL 60647

PARCEL VI:

LOT 36, IN BLOCK 2, IN EDWARD T. NOONAN'S AUGUSTA STREET ADDITION, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER

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OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO.: 16-03-418-034-0000

ADDRESS: 4334 WEST IOWA STREET, CHICAGO, IL 60651

PARCEL VII:

LOT 14, IN BLOCK 3, IN JOHN BAIN'S SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO.: 19-24-114-032-0000

ADDRESS: 6440 SOUTH MOZART AVENUE, CHICAGO, IL

PARCEL VIII:

LOT 44, IN WILLIAM ESCH'S SUBDIVISION OF BLOCK 33, IN JONES SUBDIVISION, IN THE WEST HALF OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO.: 20-29-318-002-0000

ADDRESS: 7805 SOUTH LAFFIN AVENUE, CHICAGO, IL 60620

PARCEL IX:

LOT 258, IN WOODGATE GREEN UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 17 AND PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO.: 31-17-210-037-0000

ADDRESS: 54 DEERPATH ROAD, MATTESON, IL 60443

PARCEL X:

LOT 147, IN WOODGATE GREEN UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1972 AS DOCUMENT NO. 21974684, IN COOK COUNTY, ILLINOIS.

PIN NO.: 31-17-212-029-0000

ADDRESS: 5629 CRESTWOOD ROAD, MATTESON, IL 60443

PARCEL XI:

LOT 22, IN BLOCK 59, IN VILLAGE OF PARK FOREST AREA NUMBER 4, BEING A SUBDIVISION OF THE EAST HALF OF SECTION 35, AND THE WEST HALF OF SECTION 36, IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 25, 1951 AS DOCUMENT NO. 15107640, IN COOK COUNTY, ILLINOIS.

PIN NO.: 31-36-106-031-0000

ADDRESS: 276 MINOCQUA STREET, PARK FOREST, IL 60466