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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/12/2018 12:59 PM PG: 1 OF 6

Doc# Fee \$8.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/12/2018 12:59 PM PG: 0

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 14th day of March, 2018 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Lender, and OROS PROPERTIES, LLC, the Borrower under the Note and Owner of the property, and SANDU DAN OROS, SORIN ADRIAN OROS, and LOOP DEVELOPMENT PTR, INC. A/K/A LOOP DEVELOPMENT, Guarantors, 6170 N WINCHESTER LLC and 1626 W ESTES AVENUE LLC, the Grantors of the Property, hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of a certain Note in the amount of \$363,750.00 dated February 1, 2006, 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. 0607535501, 0607535502 and 1007708447, respectively, covering the real estate described as follows:

LOTS 34, 35 AND 36 IN BLOCK 3 IN THE RESUBDIVISION OF BLOCKS 3, 4, 5 AND 6 OF WABASH ADDITION TO CHICAGO IN SECTION 25, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3150 West Columbus Avenue, Chicago, Illinois 60652
PIN: 19-25-317-057-0000, 19-25-317-058-0000, and 19-25-317-059-0000

FURTHER secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 1317148008, 1526146227, 1317148009 and 1528148228 respectively, covering the real estate described as follows:

UNIT 1A IN THE 6170 N. WINCHESTER CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO, 0714222039 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6170 N. Winchester, 1A, Chicago, IL 60660
PIN: 14-06-212-012-1003

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FURTHER secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 1317148006 and 1317148005 respectively, covering the real estate described as follows:

UNIT 1939-3 IN THE 6170 N. WINCHESTER AVENUE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 1 IN BLOCK 19 IN PART OF HIGHBRIDGE, BLOCK 19, 20, 21, 24, 25, 26, 27, 28, 29 BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0714222039, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1939 W. Granville #3, Chicago, IL 60660
PIN: 14-06-212-012-1016

FURTHER secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 1317148003 and 1317148002 respectively, covering the real estate described as follows:

UNIT NUMBER 1E IN 1626 W. ESTES AVENUE CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE EAST 20.00 FEET OF LOT 16 AND ALL OF LOT 17 IN BLOCK 11 IN ROGERS PARK, A SUBDIVISION OF PART OF SECTIONS, 30, 31, AND 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH PLAT OF SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 15, 2007 AS DOCUMENT NUMBER 0707422016; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Commonly known as: 1626 W. Estes, 1E, Chicago, IL 60626
PIN: 11-31-203-025-1005

FURTHER secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 1317148007 and 1317148004 respectively, covering the real estate described as follows:

UNIT NUMBER 2D IN 1626 W. ESTES AVENUE CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED

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TRACT OF LAND:

THE EAST 20.00 FEET OF LOT 16 AND ALL OF LOT 17 IN BLOCK 11 IN ROGERS PARK, A SUBDIVISION OF PART OF SECTIONS, 30, 31, AND 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH PLAT OF SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 15, 2007 AS DOCUMENT NUMBER 0707422016; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Commonly known as: 1626 W. Estes, 2D, Chicago, IL 60626
PIN: 11-31-203-025-1010

FURTHER secured either in whole or in part by a security interest in and to the assets of Second Party evidenced by the financing statements filed by the Secretary of State on March 12, 2010 as Document No. 015090278, continued on January 7, 2015 as Document No. 009335469 and on March 12, 2010 as Document No. 015090294, continued on January 7, 2015 as Document No. 009335470 and on March 22, 2006 as Document No. 010773873, continued on November 29, 2010 as Document No. 009080650, on December 21, 2015 as Document No. 0093390053 and Amended on December 24, 2015 as Document No. 009390611.

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by extending the maturity, modifying the rate of interest charged under the Note, recalculating the monthly payments thereunder based upon the outstanding balance amortized over 13 years 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 Two Hundred Fifty Seven Thousand Three Hundred eighty Four and 77/100 Dollars (\$257,384.77).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from February 5, 2018 to February 5, 2023.
3. That the nominal fixed Interest Rate of such Note is hereby modified from the existing Interest Rate of 6.25% to the new fixed Interest Rate of 5.75% February 5, 2018.

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 in monthly installments of principal and interest in the amount of Two Thousand Three Hundred Fifty Seven and 17/100 Dollars (\$2,357.17) beginning March 15, 2018 and continuing on the 15th day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on February 5, 2023.

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5. The monthly tax escrow payment in the amount of Four Hundred Eighty Two and 96/100 Dollars (\$482.96) will resume on March 15, 2018 and continue on the 15th day of each and every month thereafter, subject to annual adjustment based upon an analysis of the tax bill.
6. **Cross-Collateralization:** In addition to the Note, the Mortgage shall secure all obligations, debts and liabilities, plus interest thereon, of Second Party, or any one or more of them, to Lender as well as all claims by Lender against Second Party or any one or more of them, to Lender whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Second Party may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable (the "Other Indebtedness").
7. **Cross Default:** If Second Party is in default under the Other Indebtedness or under any document, instrument or agreement securing the same, it shall be deemed a default under the Note and Mortgage. If Second Party shall be in default under the Note, Mortgage or any document, instrument or agreement securing the same, it shall be deemed a default under the Other Indebtedness and under any mortgage, document, instrument or agreement securing the same.
8. This agreement is subject to Second Party paying Lender fees as set forth in the disbursement statement presented to Second Party.

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.

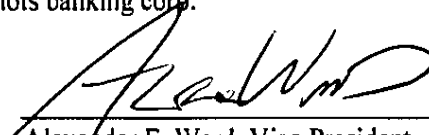
In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

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.

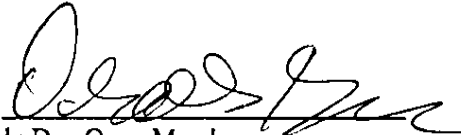
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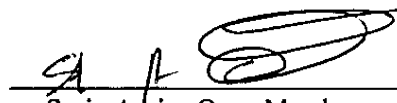
IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

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


By: 
Alexander E. Ward, Vice President

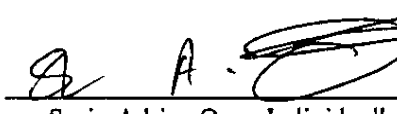
SECOND PARTY:
OROS PROPERTIES, LLC

By: 
Sandu Dan Oros, Member

By: 
Sorin Adrian Oros, Member

CONSENTED TO BY GUARANTORS:

By: 
Sandu Dan Oros, Individually

By: 
Sorin Adrian Oros, Individually

LOOP DEVELOPMENT PTR, INC.

By: 
Sandu Dan Oros, President

CONSENTED TO BY GRANTORS:

6170 N. WINCHESTER, LLC

By: 
Sorin Adrian Oros, Member

By: 
Sandu Dan Oros, Member

1626 W. ESTES AVENUE, LLC

By: 
Sorin Adrian Oros, Member

By: 
Sandu Dan Oros, Member

Property of Cook County Clerk

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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 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 she 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 14th day of March, 2018

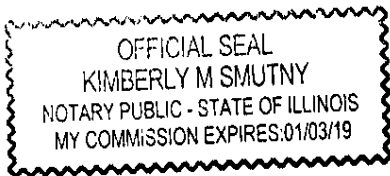


Kimberly M. Smutny
Notary Public

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 SANDU DAN OROS, 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 14th day of March, 2018

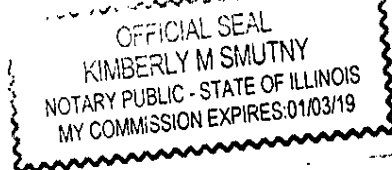


Kimberly M. Smutny
Notary Public

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 SORIN ADRIAN OROS, 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 14th day of March, 2018



Kimberly M. Smutny
Notary Public