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Doc# 1818308003 Fee \$44.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/02/2018 09:16 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 1st day of June, 2018 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to Aztec America Bank, hereinafter called Lender, and Astal, Inc., the Borrower under the note and the owner of the property and Neema Bayran, the Guarantor under the Note, hereinafter called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of a certain Note in the amount of \$220,000.00 dated April 10, 2013, secured either in whole or in part by a Mortgage and Assignment of Leases and Rents Recorded as Document Nos. 1310634052 and 1310634053 covering the real estate described below:

UNIT 2221 1-SCS IN THE 2221 CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 4 AND 5 IN THE RESUBDIVISION OF LOTS 39 TO 41, INCLUSIVE, IN BLOCK 11 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 99063783; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Commonly known as: 2221 N. Lincoln Avenue Unit #1-SCS, Chicago, IL 60614
PIN: 14-33-110-047-1004

WHEREAS, the parties hereto wish to modify the terms of said Note and Construction Mortgage by extending the maturity date, by reducing the rate of interest charged under the Note, and then recalculating the monthly principal and interest payments based upon a 15 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:

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1. As of the date hereof, the amount of the principal indebtedness is One Hundred Eighty Four Thousand Thirty Seven and 15/100 Dollars (\$184,037.15).
2. The maturity date of the Note hereinbefore described is hereby extended from May 1, 2018 to May 1, 2023.
3. That the nominal Interest Rate of such Note is hereby decreased from the existing Interest Rate of 6.75% to the new Interest Rate of 6.00% effective May 1, 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 One Thousand Five Hundred Sixty One 96/100 Dollars (\$1,561.96) each beginning June 1, 2018 and continuing on the 1st day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on May 1, 2023.
5. The monthly tax escrow payment in the amount of Eight Hundred Sixty Five and 09/100 Dollars (\$865.09) will resume on June 1, 2018 and continue on the 1st 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 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

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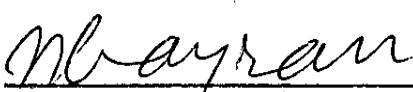
arising out of the Note and/or any document, instrument or agreement securing the same or arising out of any banking relationship existing between the parties.

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:
Astal, Inc.

BY: 
Austen Alexa, Vice President

By: 
Necma Bayran, President

CONSENTED TO BY GUARANTORS:

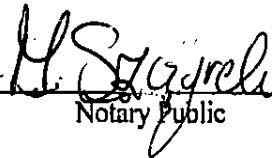
By: 
Neema Bayran, Individually

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 AUSTEN ALEXA 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 11 day of June 2018




Notary Public

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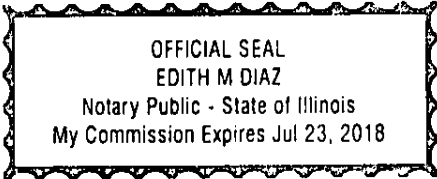
STATE OF ILLINOIS]
] ss
 COUNTY OF Cook]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that NEEMA BAYRAN, 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 24 day of May 2018



 Notary Public



COOK COUNTY CLERK'S OFFICE