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Doc#, 1832057035 Fee: \$54.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 11/16/2018 09:36 AM Pg: 1 of 4

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 5th day of November, 2018 between REPUBLIC BANK OF CHICAGO an Illinois banking corporation, hereinafter called Lender, and CRA PROPERTIES, LLC, the Owner of the property and/or the Borrower under the Note and CHRISTOPER AMATORE and TIFFANY CRISSIE-AMATORE (Excused Party), 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 \$540,000.00 dated July 21, 2017, secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 1725510088, and 1725510089 respectively, covering the real estate described below:

LOTS 108 AND 107 IN HALEY AND SULLIVAN'S FIRST ADDITION TO LONGWOOD MANOR, BEING A SUBDIVISION OF PART OF BLOCK 2 IN HILLARD AND DOBBINS FIRST ADDITION TO WASHINGTON HEIGHTS IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 / NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PART OF ABANDONED RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

Commonly known as: 9817-25 South Loomis St., Chicago, IL 60643

PIN: 25-08-114-019-0000

WHEREAS, the parties hereto wish to modify the terms of said Note and Mort age by extending the maturity thereof, modifying the rate of interest and recalculating the monthly payments of principal and interest based upon a 25-year amortization and by deleting the line of credit feature and thereby requiring that the Note be paid over a fixed term, 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 Five Hundred Forty Thousand and No/100 Dollars (\$540,000.00).
- 2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from October 21, 2018 to October 21, 2023.

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- 3. The Note hereinbefore described shall be converted from a Construction Line of Credit Note to a Term Note effective October 21, 2018. It is expressly understood that no additional funds shall be advanced under this loan.
- 4. That the rate of interest charged under the Note is hereby changed from the variable Prime Rate plus 1% to 5.50% fixed effective October 21, 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 ther, accrued interest and then to principal.

- 5. The new monthly payment will be in monthly installments of principal and interest in the amount of three Thousand Three Hundred Forty Two and 04/100 Dollars (\$3,342.04) each November 21, 2018 and continuing on the 21st day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on October 21, 2023
- 6. Borrower may pay the un said principal of the loan in whole or in part upon payment of a prepayment fee calculated as follows: 5.0% of principal if paid in the first loan year, 4.0% of principal if paid in the second loan year, 3.0% of principal if paid in the third loan year, and 2.0% of principal if paid in the fourth loan year. Thereafter, the loan may be prepaid without payment of prepayment fee. For purpose of this agreement, the first loan year will be deemed to begin on October 21, 2018.
- 7. Upon execution of this agreement by all parties and the payment of all fees, the Lender agrees to cancel the Guaranty of Tiffany Crissie-Amutore.
- 8. This agreement is subject to Second Party paying Lender a loan fee of \$1,350.00, a documentation fee of \$475.00, an appraisal fee of \$1,000.00, an appraisal review fee of \$100.00, a flood search fee of \$25.00 and suits, liens and judgment searches of \$78.00. Total due with Modification: \$3,028.00.

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.

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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.

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

LENDER:

REPUBLIC BANK OF CHICAGO, an

Illinois banking corp.

Stephen Forde.

Vice President

SECOND PARTY:

CRA PROPERTIES, LLC

CONSENTED TO BY GUARANTOR:

Christopher Amelore, Individually

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