

# UNOFFICIAL COPY

Doc#. 1934308148 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 12/09/2019 12:44 PM 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 27<sup>th</sup> day of November, 2019 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to DuPage National Bank hereinafter called Lender, and KRZYSZTOF BIEGAJ and MALGORZATA BIEGAJ, the Borrower under the Note, hereinafter called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of that certain Note in the amount of \$367,400.00 dated December 15, 2009, secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 1000540027 and 1000540028, respectively, covering the real estate described below:

THE WEST 120 FEET OF THE EAST 576 FEET OF THE NORTH 200 FEET OF THE NORTH ½ OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF WISCONSIN CENTRAL RAILROAD IN COOK COUNTY, ILLINOIS.

Commonly known as: 9347 Seymour Ave., Schiller Park, IL 60176  
PIN: 12-22-100-057-0000

WHEREAS, the parties hereto wish to modify the terms of said Note by extending the maturity, recalculating the monthly payments thereunder based upon the current balance amortized over 15 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 Seventy Seven Thousand Three Hundred Twelve and 33/100 Dollars (\$277,312.33).

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2. The maturity date of the Note hereinbefore described is hereby extended from January 1, 2020 to January 1, 2025.
3. The rate of interest charged under the Note will remain the same at the fixed Interest Rate of 5.00%.

Actual interest shall be calculated on the basis of a 365/365 day year; which is to say that by applying the ratio of the rate of interest charged over a year of 365 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 monthly payment will continue in monthly installments of principal and interest in the amount of Two Thousand One Hundred Ninety One and 93/100 Dollars (\$2,191.93) continuing on February 1, 2020 and continuing on the 1<sup>st</sup> day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on January 1, 2025.
5. The monthly tax escrow payment in the amount of Three Thousand Six Hundred Fifty Four and 07/100 Dollars (\$3,654.07) will continue on February 1, 2020 and continue on the 1<sup>st</sup> day of each and every month thereafter, subject to annual adjustment based upon an analysis of the tax bill.
6. The agreement is subject to Second Party paying a loan fee of \$2,773.12, a documentation fee of \$475.00, suits, liens & judgment search fees of \$56.00, and a flood fee of \$25.00. Total due with modification is: \$3,329.12.

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 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.

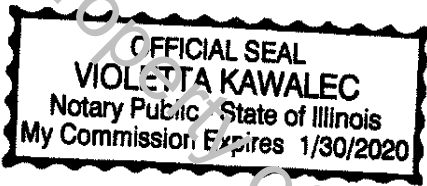


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STATE OF ILLINOIS            ]  
  ] ss  
COUNTY OF Lake        ]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that KRZYSZTOF BIEGAJ, 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 28<sup>th</sup> day of November, 2019



Violetta Kawalec  
Notary Public

STATE OF ILLINOIS            ]  
  ] ss  
COUNTY OF Lake        ]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that MALGORZATA BIEGAJ, 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 28<sup>th</sup> day of November, 2019



Violetta Kawalec  
Notary Public