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Doc#. 2005508544 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 02/24/2020 12:48 PM Pg: 1 of 4

Prepared by and Mail to: Commercial Loan Dept. Republic Bank of Chicago 2221 Camden Court Oak Brook, IL 60523

### MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 7th day of February, 2020 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce bereinafter called Bank, and Ricardo E. Correa, the Borrower under the Note and Harrick Properties Ltd., the Owner of the property hereinafter called Second Party, WITNESSET 4.

THAT WHEKFAS, Bank is the owner of a certain Note in the amount of \$375,000.00 dated February 8, 2007, together with all renewals, extensions, modifications, refinancings, consolidations and substitution, thereof secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 0705133020 and 0705133021 respectively covering the real estate as described in attached Exhibit A.

Commonly known as: 6220 South New England Avenue, Chicago, IL 60638 PIN: 19-18-302-015-0000 and 19-18-302-075-0000

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 field by the Illinois Secretary of State on February 15, 2007 as Document No. 11813453, and continued on November 9, 2011 as Document No. 09144187, and continued on November 29, 2013 as Document No. 09448929 and assigned on November 30, 2016 as Document No. 09448986.

WHEREAS, the parties hereto wish to modify the terms of seid Note, Mortgage and Security Agreement by extending the maturity thereof, modifying the intensit charged under the Note, recalculating the monthly payments thereunder based upon the current balance amortized over 12 years, modifying the payment due date and as otherwise set forth nerein;

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 Five Thousand Four Hundred Sixty Eight and 36/100 Dollars (\$255,468.36).
- The maturity date of the Note and Mortgage hereinbefore described is hereby extended from February 8, 2020 to February 25, 2025.
- 3. That the nominal Interest Rate of such Note is hereby modified from the existing Interest Rate of 6.50% to the new Interest Rate of 6.00% effective February 8, 2020.
- 4. The new monthly payment will be in monthly installments of principal and interest in the amount of Two Thousand Five Hundred Eleven and 27/100 Dollars (\$2,511.27) each beginning March 25, 2020 and continuing on the 25th day of each and every month

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thereafter, except that all sums due, if not sooner paid, shall be due and payable on February 25, 2025.

- 5. The monthly tax escrow payment in the amount of One Thousand Nine Hundred Twenty Three and 29/100 Dollars (\$1,923.29) will resume on March 25, 2020 and on the 25th day of each month thereafter, it being understood that this payment may increase or decrease based upon an analysis of annual real estate.
- 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 Obligor and in all respects free from all defenses, setoffs and counterclaims both in law and equity, as is the lien of the Mortgage.

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 rolegoing, Second Party expressly waives any defenses, which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party does neeeby release, remise and forever discharge Bank of and from any and all setoffs, claims, counterclaims, demands, causes, causes of action, suits and/or judgments which it now has or may base against Bank including but not limited to matter arising out of the Note and/or any document, incomment 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.

BANK:

REPUBLIC BANK OF CHICAGO, an Illinois banking corp.

Peter Serafin, Vice President

SECOND PARTY:

Ricardo E. Correa, Individually

CONSENTED TO BY GRANTOR:

Harrick Properties Ltd.

Ricardo E Correa Dragidant

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STATE OF ILLINOIS
COUNTY OF Let Page ] ss
I, <u>THE UNDERSIGNED</u> , a Notary Public in and for the said County in the Sta aforesaid, DO HEREBY CERTIFY that <u>PETER SERAFIN</u> personally known to me to the same person whose name is subscribed to the foregoing instrument, appeared before me this do in person and acknowledged that <u>he</u> signed, sealed and delivered the said instrument as sufficer of said Bank and caused the seal of said Bank to be thereunto affixed as <u>free</u> are voluntary act and as the free and voluntary act and deed of said Bank for the uses and purpose therein see forth.
Given under my hand and notarial seal this 7th day of February, 2000
NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES:01/03/23
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STATE OF ILLINOIS 1
COUNTY OF ss
I, THE UNDERSIGNED, a Notary Public it and for the said County in the State
to be the same person whose name is subscribed to the foregoing in a gent appeared before a the
only in person and acknowledged that he signed, sealed and delivered the said incomment of
free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and notarial seal this 1th day of Fibruary 1.20
Lasper Flores Notary Public
1 TOTAL PUBLIC
OFFICIAL SEAL GASPAR FLORES NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/08/21
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#### exhibit A

PARCEL 1: THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SHCTION 18, TOWNSHIP 38 MORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUNDED AND DESCRIBED AS POLICIES. COMMERCING ON THE WEST LINE OF SOUTH HEM EMILAND AVENUE AS DESCRIBED BY DOCUMENT 17017838 AT A POINT 299 SOUTH OF THE SOUTH LINE OF THE HORTH LINE OF THE SOUTH BASY 1/4 OF THE SOUTH BASY 1/4 OF THE SOUTH BASY 1/4 OF THE HORTH LINE OF SAID HEM EMILAND AVENUE A DISTANCE OF 100 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE MORTH 1/2 OF THE SOUTH BASY 1/4 OF SAID SECTION A DISTANCE OF 227 FRET TO THE SOUTH BASY 1/4 BASIDERS. THE SOUTH BASY 1/4 OF SAID SECTION A DISTANCE OF 227 FRET TO THE SOUTH BASY 1/4 BASIDERS.

PARCEL 2: THAT TAYT OF THE MEST 1/2 OF THE ELST 1/2 OF THE SOUTHERST 1/4 OF SECTION 14, TORNSHIP 16 YOUTH, RANGE 13 RAST OF THE THIRD PRINCIPAL HERIOTAM, SOUNDED AND DESCRIBED AS FOLLOWS. COMMERCING ON THE WEST LINE OF SOUTH HEM EMBLAND AVENUE, AS DESCRIBED BY DOCUMENT 1/017636, AT A FOIRT 174 FRET SOUTH OF THE SOUTH LINE OF THE MORTH 1/2 OF THE SOUTH BAY 1/4 OF THE SOUTH MEST SOUTH SECTION, THENCE SOUTH MEST ALONG THE WEST LINE OF SALD SCOTT LINE OF THE MORTH 1/2 OF THE SOUTH EART 1/4 OF THE SOUTH LINE OF THE MORTH 1/2 OF THE SOUTH RAST 1/4 LINE PARALLEL TO THE MEST LINE OF TAXE SOUTH RAW EMBLAND AVENUE A DISTANCE MORTH ALONG A PREST, THENCE MORTH ALONG A LINE PREALLEL TO THE MEST LINE OF TAXE SOUTH RAW EMBLAND AVENUE A DISTANCE OF 125 PREST, THENCE SAST ALONG A LINE PARALLEL A 17 THE SOUTH LINE OF THE HORTH 1/2 OF THE SOUTH MAST 1/4 OF THE SOUTHMEST 1/4 OF

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Chicago, IL 60638

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19-18-302-015-0000 and 19-18-302-075-0000