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Doc#: 2118806004 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 07/07/2021 08:14 AM Pg: 1 of 6

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 12th day of May, 2021 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Lender, and OROS PROPERTIES, LLC and C AND B PROPERTY SERVICES, INC.(REMOVED), 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, hereinafter collectively called Second Party, WITNESSETH.

THAT WHEREAS, Lender is the owner of a certain Note in the amount of \$341,250.00 dated May 24, 2005, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions thereof secured either in whole or in part by Mortgage, and Assignment of Rents recorded as Document Nos. 0515335514 and 0515335515, respectively, covering the real estate described as follows:

LOTS 23 AND 24 IN BLOCK 3 IN EAST CHICAGO LAWN, BEING SWANNELL'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6454 South Richmond Avenue, Chicago, Illinois 60629
PIN: 19-24-112-035-0000

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

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:

Loan No. 308136205-1 krns

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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
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,

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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

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 payment thereunder based upon the outstanding balance amortized over 10 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 One Hundred Eighty-Three Thousand Six Hundred Twenty-Two and 22/100 Dollars (\$183,622.22).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from February 5, 2023 to April 15, 2031.
3. That the nominal fixed Interest Rate of such Note is hereby modified from the existing Interest Rate of 5.75% to the new fixed Interest Rate of 4.25% effective April 15, 2021 until April 15, 2026 at which time the rate of interest will be recalculated at the then current 5-year US Treasury Rate plus 300 bps with a floor of 4.25% Fixed.

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 Eight Hundred Eighty-Six and 48/100 Dollars (\$1,886.48) beginning May 15, 2021 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 April 15, 2031.
5. The monthly tax escrow payment in the amount of Six Hundred Nineteen and 49/100 Dollars (\$619.49) will continue on May 15, 2021 and continue on the 15th day of each and every month thereafter, subject to annual adjustment based upon an analysis of the tax bill.

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6. Upon the execution of this Agreement, the **Cross-Collateralization and Cross Default** requirement of this loan will be removed.
7. Upon the execution of this Agreement, Lender agrees to remove C AND B PROPERTY SERVICES, INC., as a Borrower under the Note.
8. Upon the execution and receipt of all payments and fees due, Lender agrees to remove and release the following properties as abundance of caution as collateral under the Note:
 - 6140 N. Winchester, 1A, Chicago, IL 60660 PIN: 14-06-212-012-1003
 - 1939 W. Granville #3, Chicago, IL 60660 PIN: 14-06-212-012-1016
 - 1626 W. Estes, 1E, Chicago, IL 60626 PIN: 11-31-203-025-1005
 - 1626 W. Estes, 2D, Chicago, IL 60626 PIN: 11-31-203-025-1010
9. Borrower may pay the unpaid principal of the loan in whole or in part upon payment of a prepayment fee calculated as follows: 2% of principal, if paid in the first loan year, 1% of principal if paid in the second loan year, and 1% of principal if paid in the third 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 April 15, 2021. Only to be enforced if refinanced with another financial institution.
10. 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 respect, 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.

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.


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

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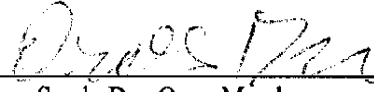
matter arising out of the Note and/or any document, instrument or agreement securing the same or arising out of any banking relationship existing between the parties.

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

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

By: 
Alexander E. Ward, Vice President

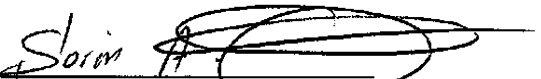
SECOND PARTY:
OROS PROPERTIES, LLC

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

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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 13th day of May, 2021.



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 13th day of May, 2021.



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 13th day of May, 2021.



Kimberly M. Smutny
Notary Public