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Karen A. Yarbrough
Cook County Clerk
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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 7th day of October 2021 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Lender, and PETER BURDI, the Borrower under the notes set forth below and DANA L. BURDI, AS TRUSTEE OF THE DANA L. BURDI REVOCABLE TRUST AGREEMENT DATED JUNE 13, 2006 AS AMENDED ON APRIL 18, 2012 THE Owner of the property hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain note in the amount of \$120,414.29 date June 19, 2006 ("Note 1") and that certain note in the amount of \$100,000.00 date August 16, 2005 ("Note 2"), together with all renewals, extensions, modifications, refinancings, consolidations and substitutions thereof secured either in whole or in part by Mortgage recorded as Document No. 0619410056, respectively, covering the real estate described as follows:

LOT 42 IN HIGHLAND FIELDS, A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND PART OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 8650 Crown Court, Burr Ridge, IL 60527
PIN: 18-31-307-017-0000

WHEREAS, Second Party has requested that the terms of the Note and Mortgage hereinbefore described be modified by extending the maturity date, modifying the rate of interest charged and then recalculating the monthly payments over 17 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 maturity date, the amount of the principal indebtedness was One Hundred Seventy-One Thousand Six Hundred Eighty-Three and 66/100 Dollars (\$171,683.66).
2. The maturity date of the Notes and Mortgage hereinbefore described are hereby extended from September 1, 2021 to September 1, 2022.

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3. The nominal rate of interest charged under the Note is hereby modified from the fixed rate of 5.00% to the fixed rate of 4.50% effective September 1, 2021.

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 Two Hundred Eleven and 45/100 Dollars (\$1,211.45) each beginning October 1, 2021 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 September 1, 2022.
5. **Cross-Collateralization:** The Mortgage shall secure the Notes, in addition thereto all obligations, debts and liabilities, plus interest thereon, of Second Party, or any one or more of them, to Lender as well as all claims by Lender against Second Party or any one or more of them, to Lender, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Notes, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Second Party may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable (the "Other Indebtedness").
6. **Cross Default:** If Second Party is in default under the Other Indebtedness or under any document, instrument or agreement securing the same, it shall be deemed a default under the Notes and Mortgages. If Second Party shall be in default under the Notes, Mortgages or any document, instrument or agreement securing the same, it shall be deemed a default under the Other Indebtedness and under any mortgage, document, instrument, or agreement securing the same.
7. This agreement is subject to Second Party paying Lender a flood search fee of \$25.00, interest due as of September 1, 2021 in the amount of \$739.27 and principal and interest due as of October 1, 2021 in the amount of \$1,211.45. Total due with modification \$1,975.72.

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 Mortgages.

In all other respects, the Notes 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 or they now have 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 or they now have or may have against Lender including but not limited to matter arising out of the Notes and/or any document, instrument or agreement securing the same or arising out of any banking relationship existing between the parties.

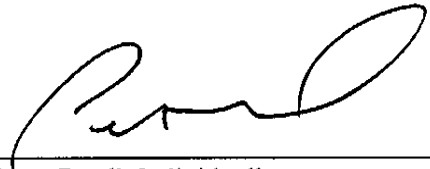
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IN WITNESS WHEREOF, this instrument is executed the date and year first above written.


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

SECOND PARTY:

By: 
Peter Serafin, Vice President


Peter Burdi, Individually

DANA L. BURDI, AS TRUSTEE OF
THE DANA L. BURDI REVOCABLE
TRUST AGREEMENT DATED JUNE
13, 2006 AND AS AMENDED ON
APRIL 18, 2012

BY: 
Dana L. Burdi, Trustee

Property of Cook County Clerk's Office

