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Doc#: 2205407201 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 02/23/2022 07:43 AM Pg: 1 of 7

2013-0313-PT

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

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 27th day of January, 2022 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Lender, and Bryton Properties, LLC, Janssen Series the Owner of the property and/or the Borrower under the Note, and Thomas Staunton, G. Kevin Bryar AKA Kevin Bryar, Bryton Properties, LLC and Bryton Development, LLC, the Guarantors under the Note, hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of that certain Note in the amount of \$900,000.00 dated March 27, 2013 secured either in whole or in part by a Mortgage and Assignment Of Rents recorded as Document Nos. 1310055022 and 1310055023 covering the real estate described below:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION
Commonly known as: 1416-26 W. Fullerton, Chicago, IL 60614

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by increasing the principal indebtedness, extending the maturity, modifying the rate of interest and then recalculating the monthly payments thereunder based upon the current balance amortized over 20 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 principal indebtedness is Nine Hundred Seventy Six Thousand Five Hundred Fifteen and 42/100 Dollars (\$976,515.42).
2. The principal indebtedness will be increased to One Million One Hundred Twenty Four Thousand Five Hundred Twenty Nine and 00/100 Dollars (\$1,124,529.00).
3. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from December 5, 2021 to December 5, 2026.
4. The rate of interest charged under the Note is hereby modified from 5.00% fixed to the new fixed Interest Rate of 4.25% effective December 5, 2021.

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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.

5. The new monthly payment will be in monthly installments of principal and interest in the amount of Seven Thousand and 48/100 Dollars (\$7,000.48) beginning January 5, 2022 and continuing on the 5th day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on December 5, 2026.
6. The monthly tax escrow payment in the amount of Three Thousand Four Hundred Sixty One and 15/100 Dollars (\$3,461.15) will continue on January 5, 2022 and will continue on the 5th day of each and every month thereafter, subject to annual adjustment based upon an analysis of the tax bill.

7. That the terms of such Note are hereby amended to include the following:

Borrower may pay the unpaid principal of the loan in whole or in part upon payment of a pre-payment fee calculated as follows: 2% of principal if paid in the first loan year and 1% of principal if paid in the second loan year. Thereafter, the loan may be prepaid without payment of pre-payment fee. For purpose of this Agreement, the first loan year will be deemed to begin on December 5, 2021.

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

SECOND PARTY:
Bryton Properties, LLC, Janssen Series

BY: Jodi VanDahm
Jodi VanDahm, Loan Officer

BY: G. Kevin Bryar
G. Kevin Bryar AKA Kevin Bryar,
Manager

BY: Thomas Staunton
Thomas Staunton, Manager

CONSENTED TO BY GUARANTORS:

G. Kevin Bryar
G. Kevin Bryar AKA Kevin Bryar,
Individually

Thomas Staunton
Thomas Staunton, Individually

Bryton Properties, LLC

BY: G. Kevin Bryar
G. Kevin Bryar AKA Kevin Bryar,
Manager

BY: Thomas Staunton
Thomas Staunton, Manager


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SIGNATURES CONTINUED ON FOLLOWING PAGE

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Bryton Development, LLC

BY: 
G. Kevin Bryar AKA Kevin Bryar,
Member

BY: 
Thomas Staunton, Member

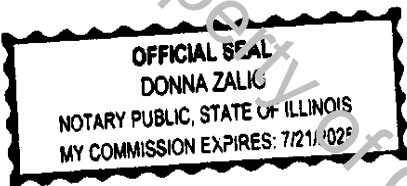
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STATE OF ILLINOIS]
COUNTY OF COOK] ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that JODI VANDAHM 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 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 14th day of Feb., 2022.



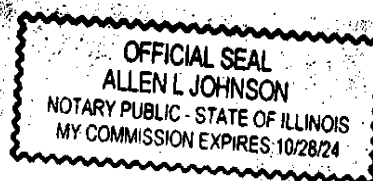
Donna Zalic
Notary Public

STATE OF ILLINOIS]
COUNTY OF COOK] ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that G. KEVIN BRYAR AKA KEVIN BRYAR, 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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of February, 2022.

Allen L. Johnson
Notary Public



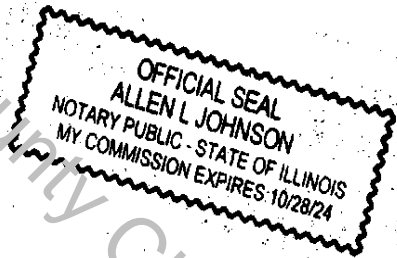
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STATE OF ILLINOIS]
] ss
COUNTY OF Cook]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that THOMAS STAUNTON, 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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of February, 2022

[Signature]
Notary Public



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EXHIBIT "A" Legal Description

THAT PART OF LOTS 25, 26, 27, 28 AND 29 IN BLOCK 1 IN WILLIAM HAHNES SUBDIVISION OF LOTS 4 TO 6 OF ASSESSOR'S DIVISION OF OUTLOT 42 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.43 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +28.43 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT 0.64 FEET EAST OF THE SOUTHWEST CORNER OF A TRACT; THENCE NORTH, A DISTANCE OF 5.40 FEET; THENCE WEST, A DISTANCE OF 0.67 FEET; THENCE NORTH, A DISTANCE OF 36.34 FEET; THENCE EAST, A DISTANCE OF 81.10 FEET; THENCE SOUTH, A DISTANCE OF 0.25 FEET; THENCE EAST, A DISTANCE OF 7.01 FEET; THENCE NORTH, A DISTANCE OF 0.25 FEET; THENCE EAST, A DISTANCE OF 7.03 FEET; THENCE SOUTH, A DISTANCE OF 0.25 FEET; THENCE EAST, A DISTANCE OF 15.74 FEET; THENCE NORTH, A DISTANCE OF 0.09 FEET; THENCE EAST, A DISTANCE OF 10.97 FEET; THENCE SOUTH, A DISTANCE OF 0.18 FEET; THENCE EAST, A DISTANCE OF 20.20 FEET; THENCE SOUTH, A DISTANCE OF 35.07 FEET; THENCE WEST, A DISTANCE OF 0.67 FEET; THENCE SOUTH, A DISTANCE 5.34 FEET; THENCE WEST, A DISTANCE OF 20.06 FEET; THENCE NORTH, A DISTANCE OF 5.37 FEET; THENCE WEST, A DISTANCE OF 21.27 FEET; THENCE SOUTH, A DISTANCE OF 5.34 FEET; THENCE WEST, A DISTANCE OF 38.07 FEET; THENCE NORTH, A DISTANCE OF 5.38 FEET; THENCE WEST, A DISTANCE OF 21.21 FEET; THENCE SOUTH, A DISTANCE OF 5.42 FEET; THENCE WEST, A DISTANCE OF 20.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1416-26 W. Fullerton, Chicago, IL 60614

PERMANENT INDEX NO.: 14-29-320-053-0000

PREMIER TITLE
1000 JORIE BLVD., SUITE 136
OAK BROOK, IL 60523
630-571-2111

Exhibit A (Legal Description)