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Doc#: 2322710060 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 08/15/2023 02:43 PM Pg: 1 of 8

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 31st day of July, 2023 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Lender, and Jasper Builders, Inc., an Illinois Corporation F/K/A Jasper Construction Company, Inc., an Illinois Corporation and Grand Gates, L.L.C., the Owner of the property and/or the Borrower under the Note, and Danny T. O'Leary and Martin Ronan, 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 \$1,150,000.00 dated May 21, 2015, secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 1514122118 and 1514122119 respectively, covering the real estate described below:

PARCEL 1:

UNIT 4 IN 643 BELMONT AVENUE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 22 IN HITCHCOCK AND WILSON'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 1 IN BICKERDIKE AND STEEL'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MARCH 15, 2000 AS DOCUMENT NO. 00184410, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME.

COMMONLY KNOWN AS: 643 W. BELMONT AVENUE, UNIT 4, CHICAGO, IL
PIN NO.: 14-28-101-039-1004

PARCEL 2:

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UNIT NO. 3 WEST 4745 NORTH DOVER STREET CONDOMINIUM AS
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL
ESTATE:

THE SOUTH 35 FEET OF LOT 284 IN SHERIDAN DRIVE BEING A SUBDIVISION
OF THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17,
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, TOGETHER WITH THAT PART OF THE WEST 1/2 OF THE SAID
NORTHWEST 1/4 OF SECTION NORTH OF THE SOUTH 800 FEET THEREOF
AND EAST OF GREEN BAY ROAD, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE
DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 24, 1999 AS
DOCUMENT 09107600, TOGETHER WITH ITS UNDIVIDED PERCENTAGE
INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS
SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, IN
COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4745 N. DOVER STREET, UNIT 3 WEST, CHICAGO,
IL
PIN NO.: 14-17-102-029-1003

PARCEL 3:

UNIT NO. 3 EAST 4745 NORTH DOVER STREET CONDOMINIUM AS
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL
ESTATE:

THE SOUTH 35 FEET OF LOT 284 IN SHERIDAN DRIVE BEING A SUBDIVISION
OF THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17,
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, TOGETHER WITH THAT PART OF THE WEST 1/2 OF THE SAID
NORTHWEST 1/4 OF SECTION NORTH OF THE SOUTH 800 FEET THEREOF
AND EAST OF GREEN BAY ROAD, IN COOK COUNTY, ILLINOIS,

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE
DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 24, 1999 AS
DOCUMENT 09107600, TOGETHER WITH ITS UNDIVIDED PERCENTAGE
INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS
SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, IN
COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4745 N. DOVER STREET, UNIT 3 EAST, CHICAGO, IL
PIN NO.: 14-17-102-029-1006

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FURTHER secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 1514122120 & 1514122121, covering the real estate described below:

PARCEL 1:

UNIT 3S IN 6963 NORTH SHERIDAN CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF LOT 47 AND THE NORTHERLY 10 FEET OF LOT 48, AS MEASURED ON THE EAST AND WEST LINES THEREOF, IN W.D. PRESTON'S SUBDIVISION OF BLOCKS 4, 9 AND 8, TOGETHER WITH LOT 1 IN BLOCK 7 IN PARTITION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 8, 2003 AS DOCUMENT 0322031017; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

COMMONLY KNOWN AS: 6963 N. SHERIDAN ROAD, UNIT 3S, CHICAGO, IL
PIN NO.: 11-32-200-040-1009

PARCEL 2:

UNIT 2 IN 831 WEST BUCKINGHAM CONDOMINIUM ASSOCIATION AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 46 IN BLOCK 2 IN BUCKINGHAM'S SUBDIVISION OF BLOCK 4 IN THE PARTITION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 10, 2008 AS DOCUMENT 0807022094, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 831 W. BUCKINGHAM PLACE, UNIT 2, CHICAGO, IL
PIN NO.: 14-20-420-077-1002

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WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by extending the maturity 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 NINE HUNDRED SIX THOUSAND SIX HUNDRED SIXTEEN AND 44/100 DOLLARS (\$906,616.44).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from July 21, 2023 to September 21, 2023.
3. The nominal Interest Rate of such Note will remain the same at the existing fixed rate of 5.50%.

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 monthly payment will remain the same in monthly installments of principal and interest in the amount of Six Thousand Two Hundred Sixty Four and 12/100 Dollars (\$6,264.12) each beginning August 21, 2023 and continuing on the 21st day of each and every month thereafter, except that all sums due, if not sooner paid shall be due and payable on September 21, 2023.
5. This agreement is subject to Second Party paying Bank a loan fee of \$4,000.00, a documentation fee of \$475.00 and flood determination fees of \$100.00. Total Due with modification: \$4575.00.

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 Mortgage.

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

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Guaranty and shall in no way limit, constrain or interfere with any of the Bank's other rights hereunder or under the Guaranty.


In all other respects, the Note hereinbefore described, 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.

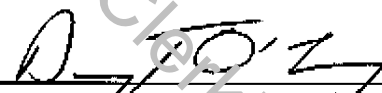
LENDER:

REPUBLIC BANK OF CHICAGO, an
Illinois banking corp.

By: 
~~Don Berg, Sr. Vice President~~
 Jodi Vandahm, VP

SECOND PARTY:

Jasper Builders, Inc., an Illinois Corporation
f/k/a Jasper Construction Company, Inc., an
Illinois Corporation

By: 
 Danny T. O'Leary, President

By: 
 Martin Ronan, Secretary

SIGNATURES CONTINUED OF FOLLOWING PAGE


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Grand Gates, L.L.C.

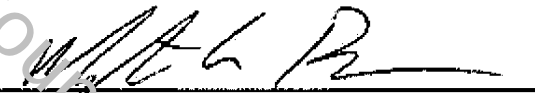
By: 
Martin Ronan, Managing Member

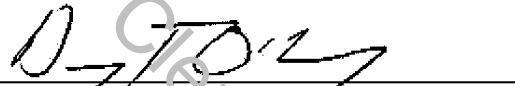
By: 
Sara Ronan, Managing Member

By: 
Danny T. O'Leary, Managing Member

By: 
Martina M. O'Leary, Managing Member

CONSENTED TO BY GUARANTORS:


Martin Ronan, Individually


Danny T. O'Leary, Individually

Property of COOK COUNTY CLERK'S Office

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STATE OF ILLINOIS]
] SS
COUNTY OF COOK]

** Jodi VanDahm*

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that ~~* Don Berg~~ 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 3rd day of August, 2023.

Donna Zalig

Notary Public



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 Danny T. O'Leary, 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 3rd day of August, 2023.

Donna Zalig

Notary Public



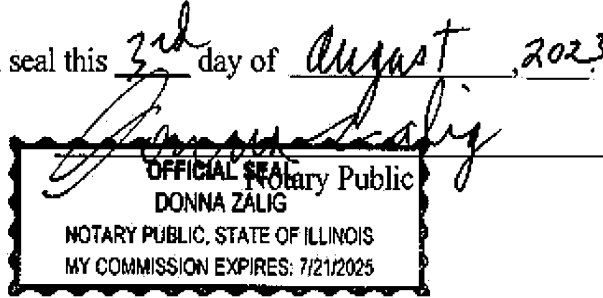
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STATE OF ILLINOIS]

COUNTY OF Cook] ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Martin Ronan, 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 3rd day of August, 2023

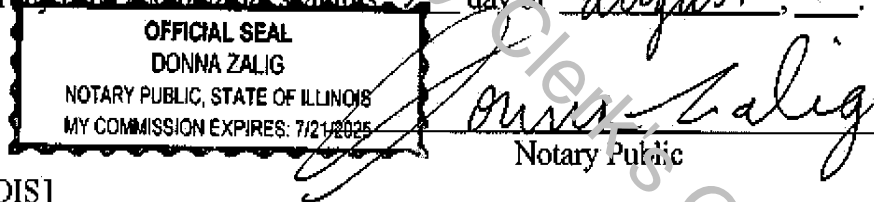


STATE OF ILLINOIS]

COUNTY OF Cook] ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Sara Ronan, 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 3rd day of August, 2023



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 Martina M. O'Leary, 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 3rd day of August, 2023

