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Cook County Recorder 39.50

*This Document Prepared By And
When Recorded Return To:*

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For Recorder's Use Only

FIFTH MODIFICATION AND EXTENSION AGREEMENT

THIS FIFTH MODIFICATION AND EXTENSION AGREEMENT made as of the 10th day of April, 2001, by and between AREA WIDE 71st & PULASKI, INC., an Illinois corporation (hereinafter referred to as "**Borrower**"), FAYSAL MOHAMMED, individually ("**Guarantor**") and PRAIRIE BANK AND TRUST COMPANY, an Illinois banking association ("**Lender**").

WITNESSETH:

WHEREAS, on or about June 10, 1999, Lender made a mortgage loan to the Borrower in the amount of ONE MILLION TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$1,028,000.00) ("**Loan**") to provide financing for the acquisition of two parcels of real estate commonly known as 7051 South Pulaski, Chicago, Illinois ("**Pulaski Property**"), as legally described in Exhibit "A" attached hereto, and 3746 South Western Avenue, Chicago, Illinois ("**Western Property**"), as legally described in Exhibit "B" attached hereto;

WHEREAS, the Loan is evidenced and secured by the following instruments ("**Loan Instruments**"):

1. Promissory Note dated June 10, 1999, made by Borrower payable to Lender in the original principal amount of ONE MILLION TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$1,028,000.00) ("**Note**");

2. Mortgage, Security Agreement and Financing Statement from Area Wide 71st & Pulaski, Inc. to Lender covering the Pulaski Property, dated June 10, 1999 and recorded June 14, 1999 in the Cook County Recorder's Office as Document No. 99568899 ("**Pulaski Property Mortgage**");
3. Assignment of Rents and Leases from Area Wide 71st & Pulaski, Inc. to Lender dated June 10, 1999 and recorded June 14, 1999 in the Cook County Recorder's Office as Document No. 99568900;
4. Mortgage, Security Agreement and Financing Statement from Area Wide Archer & Western, Inc. to Lender covering the Western Property, dated June 10, 1999 and recorded June 14, 1999 in the Cook County Recorder's Office as Document No. 99568902 ("**Western Property Mortgage**");
5. Assignment of Rents and Leases from Area Wide Archer & Western, Inc. to Lender dated June 10, 1999 and recorded June 14, 1999 in the Cook County Recorder's Office as Document No. 99568903;
6. Continuing Guaranty Agreement by the Guarantor ("**Guaranty**");

WHEREAS, the terms and provisions of the Loan were modified by the Modification and Extension Agreement dated June 10, 2000, and recorded August 2, 2000 in the Cook County Recorder's Office as Document No. 00583599, whereby the Maturity Date of the Loan was extended to September 10, 2000.

WHEREAS, on or about September 5, 2000, Lender released the Western Property Mortgage.

WHEREAS, the terms and provisions of the Loan were modified by the Second Modification and Extension Agreement dated September 10, 2000, whereby the Maturity Date of the Loan was extended to November 10, 2000.

WHEREAS, the terms and provisions of the Loan were modified by the Third Modification and Extension Agreement dated November 10, 2001, whereby the Maturity Date of the Loan was extended to January 10, 2001;

WHEREAS, the terms and provisions of the Loan were modified by the Fourth Modification and Extension Agreement dated January 10, 2001, whereby the Maturity Date of the Loan was extended to April 10, 2001;

WHEREAS, as of the date of this Agreement, there is a principal balance on the Loan in the amount of SIX HUNDRED FORTY-ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$641,600.00); and

WHEREAS, Lender, Borrower and Guarantor have agreed to modify the Loan Instruments as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Extension Fee**. Upon execution of this Agreement, Borrower shall pay to Lender a nonrefundable extension fee in the amount of THREE THOUSAND TWO HUNDRED EIGHT AND NO/100 DOLLARS (\$3,208.00).

2. **Modification of Loan Instruments**. Subject to the terms and provisions herein contained, and subject to the payment of the Extension Fee as described in paragraph 1 herein, the terms and provisions of the Note, and the corresponding provisions of the other Loan Instruments, are hereby modified and amended, effective as of the date hereof, so as to provide as follows:

- (a) The Maturity Date of the Loan is hereby extended to October 10, 2001;
- (b) Paragraph (b) on page 1 of the Note is amended so as to provide as follows:

“(b) **Amortization.** This Note shall be payable in monthly installments of an amount equal to the sum of TWO THOUSAND SIX HUNDRED SEVENTY-THREE AND 33/100 DOLLARS (\$2,673.33) plus interest on the principal balance at the Interest Rate, as billed by Payee to Maker, commencing May 1, 2001, and on the first day of each month thereafter with a final payment of the entire remaining balance of principal and interest being due and payable on October 10, 2001.

Any unpaid interest, late charges and all other sums due hereunder, under the Mortgages (as hereinafter defined) and under any of the other Loan Documents (as hereinafter defined) plus the unpaid principal balance hereof shall be due and payable on October 10, 2001, or such earlier maturity date as may be caused by prepayment, agreement, default and acceleration, deed-in-lieu of foreclosure or otherwise.

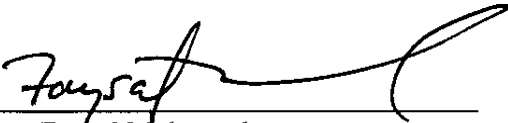
All such payments on account of this Promissory Note (this “Note”) shall be applied first to interest on the unpaid principal balance at the applicable rate(s) herein provided, second to all other sums due Holder hereunder or under any of the other Loan Documents and the remainder to reduce the unpaid principal balance hereof.”

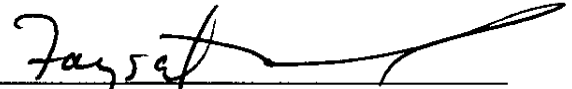
3. **Reaffirmation of Loan Instruments** Except as expressly herein provided, Borrower, Guarantor and Lender hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in the Loan Instruments, and Borrower and Guarantor agree that said terms, provisions, representations and warranties shall remain in full force and effect.

4. **Attorneys’ Fees and Costs.** Borrower shall pay any and all attorneys’ fees and costs incurred by Lender in connection with the preparation, negotiation and perfection of this Fifth Modification and Extension Agreement, including recording and title charges.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and acknowledged as of the day and year first above written.

AREA WIDE 71st & PULASKI, INC., an Illinois corporation

By: 
Faysal Mohamed
Its President


FAYSAL MOHAMED, individually

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, Lender has caused these presents to be executed the day and year first above written.

**PRAIRIE BANK AND TRUST
COMPANY**, an Illinois banking association

By: Mark W. Trevor
Mark W. Trevor
Senior Vice President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that FAYSAL MOHAMED personally known to me to be the President of AREA WIDE 71st & PULASKI, INC., an Illinois corporation, and the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of April, 2001.

Monica J. Gray

NOTARY PUBLIC



My Commission Expires:

1-14-02

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that **FAYSAL MOHAMED** personally appeared before me this day and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of April, 2001.

Thomas J. Gray
NOTARY PUBLIC

My Commission Expires:

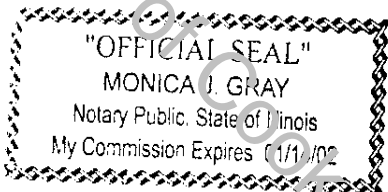
1-14-02

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that MARK W. TREVOR, personally known to me to be the Senior Vice President of **PRAIRIE BANK AND TRUST COMPANY**, an Illinois banking association personally appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of April, 2001.



Monica J. Gray

NOTARY PUBLIC

My Commission Expires:
1-14-02

EXHIBIT A

LEGAL DESCRIPTION: 7051 South Pulaski, Chicago, Illinois

Parcel 1:

LOTS 17 TO 25 (EXCEPT THAT PART OF LOTS 17 TO 25 LYING WEST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 16, SAID POINT BEING 17.13 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT AS ORIGINALLY PLOTTED; THENCE SOUTHERLY TO A POINT IN THE NORTH LINE OF LOT 20, SAID POINT BEING 20 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20 AS ORIGINALLY PLOTTED; THENCE SOUTHERLY TO A POINT ON THE NORTH LINE OF LOT 25, SAID POINT BEING 26 FEET EAST OF THE NORTHWEST CORNER OF LOT 25 AS ORIGINALLY PLOTTED; THENCE SOUTH ALONG A CONTINUATION OF SAID LINE 14 FEET TO A POINT OF TANGENCY OF A CURVE CORNER TO THE SOUTHWEST HAVING A RADIUS OF 11 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO A POINT IN THE SOUTH LINE OF SAID LOT 25, SAID POINT BEING 37 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 25) IN BLOCK 13 IN W.D. MARDOCKS MARQUETTE PARK ADDITION, BEING A SUBDIVISION OF (EXCEPT THE EAST 50 FEET) THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:

LOT 26 AND THE WEST 19 FEET OF LOT 27 IN BLOCK 13 IN W.D. MARDOCKS MARQUETTE PARK ADDITION, BEING A SUBDIVISION OF (EXCEPT THE EAST 50 FEET) THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 7051 S. Pulaski, Chicago, Illinois

Permanent Index Numbers: 19-23-328-010; 19-23-328-009; 19-23-328-008
19-23-328-007; 19-23-328-006; 19-23-328-005
19-23-328-004; 19-23-328-003; 19-23-328-002