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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
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## SECOND MODIFICATION OF MORTGAGE

**THIS SECOND MODIFICATION OF MORTGAGE** is made as of the 3<sup>rd</sup> day of April, 2006, by and between MOHOMMAD Q. AHMAD and RIFQA AHMAD, his wife, NOT AS TENANTS IN COMMON BUT AS JOINT TENANTS, whose address is 9212 South Thomas Avenue, Bridgeview, Illinois 60455 (jointly referred to herein as "**Grantor**"), and PRAIRIE BANK AND TRUST COMPANY, an Illinois banking corporation, with its principal place of business at 7661 South Harlem Avenue, Bridgeview, Illinois 60455 ("**Lender**").

### W I T N E S S E T H:

**WHEREAS**, on or about May 3, 2004 Lender made a commercial business loan (the "**Loan**") to ROYAL FINANCIAL INVESTORS, INC., an Illinois corporation ("**Borrower**") in the original principal amount of FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00); and

**WHEREAS**, the Loan is evidenced and secured by the following instruments, each dated as of May 3, 2004, unless otherwise noted (collectively referred to herein as the "**Loan Instruments**"):

1. Business Loan Agreement between Borrower and Lender (the "**Loan Agreement**");
2. Promissory Note made by Borrower and payable to Lender in the original principal amount of FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00) (the "**Note**");
3. Commercial Security Agreement between Borrower and Lender granting Lender a security interest in specific collateral owned by Borrower (the "**Security Agreement**");
4. UCC Financing Statement filed in the Office of the Secretary of State for the State of Illinois on May 13, 2004, as Filing No. 8688354, as modified by: Amendment filed June 2, 2004, as Filing No. 8711114; by Amendment filed December 20, 2004, as Filing No. 8740795; and by Amendment filed March 7, 2006, as Filing No. 8803371 (the "**UCC Financing Statement**");
5. Commercial Guaranty of Mohommad Q. Ahmad (the "**Guaranty**");

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6. Mortgage executed by Grantor to and for the benefit of Lender, recorded in the Cook County Recorder's Office, Cook County, Illinois, on May 28, 2004, as Document No. 0414935126 (the "**Mortgage**"), and covering the real property commonly known as 9212 Thomas Avenue, Bridgeview, Illinois 60455 (the "**Property**"), as legally described on Exhibit A attached hereto and made a part hereof; and
7. Any and all other documents or instruments given at any time to evidence or secure the Loan;

**WHEREAS**, the terms and provisions of the Loan Instruments were modified and amended by the Change In Terms Agreement dated February 17, 2006 (the "**Change in Terms Agreement**"), whereby the Loan amount was increased to SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00); and

**WHEREAS**, the terms and provisions of the Mortgage were modified and amended by the Modification of Mortgage dated February 17, 2006, executed by Grantor to and for the benefit of Lender, and recorded in the Cook County Recorder's Office, Cook County, Illinois, on March 24, 2006, as Document No. 0608308035 (the "**Modification of Mortgage**"), which Modification of Mortgage was entered into pursuant to the terms and provisions of the Change In Terms Agreement dated February 17, 2006, whereby the Loan amount was increased to SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00); and

**WHEREAS**, as of the date of this Agreement, there is an outstanding principal balance on the Loan in the amount of FIVE HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED NINETEEN AND 03/100 DOLLARS (\$588,519.03); and

**WHEREAS**, Grantor and Lender have agreed to further modify and amend the Mortgage, as hereinafter provided;

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

1. **Second Modification of Mortgage.** Subject to the terms and provisions herein contained, the terms and provisions of the Mortgage, as modified and amended by the Modification of Mortgage referred to above, are hereby further modified and amended, effective as of the date hereof, so as to provide as follows:

(a) **Interest After Default.** The following additional sub-section to the Section entitled "**RIGHTS AND REMEDIES ON DEFAULT**" is hereby added to, and incorporated in, the Mortgage, to read in full as follows:

**"Interest After Default or Maturity.** Interest after default or maturity hereunder or under the Note (whether by acceleration or otherwise) shall accrue and be payable on the unpaid principal balance at a rate equal to Five Percent (5%) plus the Interest Rate (as

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defined herein) per annum. Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed.”

(b) **Definition of Note.** The sub-section entitled “**Note**” in the Section entitled “**DEFINITIONS**” is hereby deleted, in its entirety, and the following is substituted therefor:

“**Note.** The word ‘Note’ means the Promissory Note dated May 3, 2004, in the original principal amount of \$550,000.00, as increased to the principal amount of \$600,000.00 pursuant to the terms and provisions of the Change in Terms Agreement dated February 17, 2006, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions of or for the Promissory Note or agreement. Payments on the Note are to be made by Borrower thereunder on the principal balance from time to time outstanding at a rate equal to Seven and Three-Quarters of One Percent (7.75%) per annum (the ‘**Interest Rate**’), payable in monthly installments of SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000.00) each, commencing April 3, 2006, and continuing on the third (3<sup>rd</sup>) day of each month thereafter, with a final payment of the entire remaining balance of principal and interest due on or before May 3, 2011 (the ‘**Maturity Date**’). The actual final payment will be in the total amount of all principal and accrued interest not yet paid, together with any other unpaid amounts due under the Note and this Mortgage. All such monthly payments shall be payable no later than ten (10) calendar days after the date upon which each such installment is due under the Note and this Mortgage.”

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

4. **Reaffirmation of Guaranty.** Except as expressly herein provided, Mohommad Q. Ahmad hereby reaffirms each and every term, provision, representation and warranty contained in the Guaranty, and Mohommad Q. Ahmad agrees that said terms, provisions, representations and warranties shall remain in full force and effect.

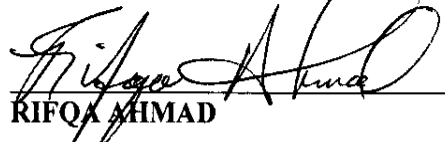
5. **Attorneys’ Fees and Costs.** Borrower shall pay any and all attorneys’ fees and costs incurred by Lender in connection with the preparation, negotiation and perfection of this Agreement, including recording and title charges.

6. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement.

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

  
\_\_\_\_\_  
MOHOMMAD Q. AHMAD

  
\_\_\_\_\_  
RIFQA AHMAD

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**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 corporation

By: *Margaret Chung*  
Margaret E. Chung  
Senior Vice President

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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 MARGARET E. CHUNG, personally known to me to be the Senior Vice President of **PRAIRIE BANK AND TRUST COMPANY**, an Illinois banking corporation, personally appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her 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 26th day of May, 2006.



Peggy Crosby  
NOTARY PUBLIC

My Commission Expires:  
4-28-10

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## EXHIBIT A

### THE PROPERTY

LOT 7 IN MAPLE LEAF ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common address: 9212 Thomas Avenue  
Bridgeview, Illinois 60455

Permanent Index No.: 23-01-403-008-0000

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