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Prepared by and mail to:  
Republic Bank of Chicago  
2221 Camden Court  
Oak Brook, IL 60523

Doc#: 0906846003 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/09/2009 09:40 AM Pg: 1 of 8

**AFFIDAVIT  
OF  
LOST OR MISPLACED DOCUMENT**

Metta Sanders, under oath, deposes and states as follows:

1. That he/she is a member of the Credit Administration Department of Republic Bank of Chicago, and in that capacity is responsible for the processing of loan documents and related matters.
2. That on or about January 28, 2008, a certain Modification and Extension Agreement concerning Abboud Holdings, Inc. et. al., (the "Document") was mailed or otherwise sent to the Cook County Recorder so that the same would be recorded.
3. That after a diligent search for the Document by the parties concerned, it has been determined that the original thereof is now lost or misplaced.
4. A true and correct copy of the Document is attached hereto and made a part hereof.

  
\_\_\_\_\_

Subscribed and sworn to before me  
this 6th day of March, 2009.

  
Notary Public

**UNOFFICIAL COPY**

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 10th day of January, 2008 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and ABOUD HOLDINGS INC. the Owners of the property and/or the Obligors under the Note, and GHASSAN ABOUD, DENTAL CORPORATE U.S.A. INC., 1<sup>ST</sup> FAMILY DENTAL, INC., 1<sup>ST</sup> FAMILY DENTAL OF ELGIN P.C., 1<sup>ST</sup> FAMILY DENTAL OF LOGAN SQUARE, INC. and 1<sup>ST</sup> FAMILY DENTAL OF ARLINGTON HEIGHTS P.C., the Guarantors under the Note; hereinafter both called Second Party WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$430,000.00 dated May 22, 2007, secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. \_\_\_\_\_ and \_\_\_\_\_ respectively, covering the real estate described below:

0714309092 0174309093  
 See Exhibit A

Commonly known as: 2507-2513 Milwaukee Avenue, Chicago, IL

PIN: 13-25-315-040-0000, 13-25-315-041-0000, 13-25-315-042-0000 and  
 16-21-310-001-0000

FURTHER SECURED, in whole or in part by a security interest in and to all of the business assets of Second Party evidenced by the financing statement filed by the Secretary of State on \_\_\_\_\_ as document no. \_\_\_\_\_.

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 One Hundred Eighteen Thousand Five Hundred Nineteen and 50/100 Dollars (\$118,519.50).
2. The Note shall be modified to allow for a 180-day interest only period for the months of January, February, March, April, May and June 2008, it being expressly understood and agreed that payments of principal and interest in the amount of \$7,593.32 shall resume on July 22, 2008 and continue on the 22nd day of each and every month thereafter, except that all payments, if not sooner paid, shall be due and payable on May 22, 2014.
3. This agreement is subject to Second Party paying Bank a Documentation Fee of \$250.00.

Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligors and in all respects free from all defenses, setoffs and counterclaims both in law and equity, as is the lien of the Mortgage.

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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 Bank 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 Bank 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 Bank 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.

**Signatures on the Next Page**

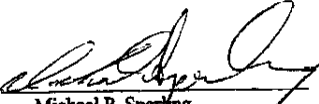
Property of Cook County Clerk's Office


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

**BANK:**  
REPUBLIC BANK OF CHICAGO, an  
Illinois Banking Corporation

**SECOND PARTY:**  
ABBOUD HOLDINGS INC.

BY:   
Michael P. Sperling,  
Assistant Vice President


BY:   
Ghassan Abboud, President

**CONSENTED TO BY GUARANTOR (S):**


Dental Corporate USA, Inc.

BY:   
Ghassan Abboud, President

1<sup>st</sup> Family Dental of Elgin P.C.

BY:   
Ghassan Abboud, President


1<sup>st</sup> Family Dental of Logan Square P.C.


BY:   
Ghassan Abboud, President

1<sup>st</sup> Family Dental Inc.

BY:   
Ghassan Abboud, President

1<sup>st</sup> Family Dental of Arlington Heights P.C.

BY:   
Ghassan Abboud, President

  
Ghassan Abboud, Individually

Property of Cook County Clerk's Office

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STATE OF ILLINOIS            |  
  | ss  
COUNTY OF \_\_\_\_\_ |

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that MICHAEL P. SPERLING 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 Bank and caused the seal of said Bank to be thereunto affixed as        free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24 day of January, 08.



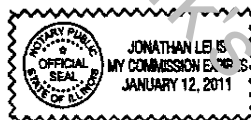
*Scott Gordon*  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS            |  
  | ss  
COUNTY OF \_\_\_\_\_ |

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that GHASSAN BLOD, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such officers of said Bank as Trustee, as their free and voluntary act and as the free and voluntary act and deed of said Trustee for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of January, 2008.

*Jonathan Leis*  
\_\_\_\_\_  
Notary Public



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# UNOFFICIAL COPY

CHICAGO TITLE INSURANCE COMPANY  
 COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A (CONTINUED)

ORDER NO.: 1401 SA3668538 F1

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMERCIAL SPACE 2509 NORTH MILWAUKEE AVENUE, CHICAGO, ILLINOIS

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 18.00 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 29.90 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 23 AND 24, TAKEN AS A TRACT, IN BLOCK 2 IN STOREY AND ALLENS MILWAUKEE AVENUE ADDITION TO CHICAGO, BEING A SUBDIVISION OF 5.8 ACRES IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT, BEING A POINT ON THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE DISTANT 423.25 FEET NORTHWESTERLY FROM ITS INTERSECTION WITH THE WEST LINE OF NORTH SACRAMENTO AVENUE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 25.80 FEET; THENCE NORTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 90 DEGREES 14 MINUTES 24 SECONDS MEASURED CLOCKWISE, NORTHWESTERLY TO NORTHEASTERLY, A DISTANCE OF 0.76 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A FOUR AND A HALF STORY BRICK BUILDING COMMONLY KNOWN AS 2507-2509 NORTH MILWAUKEE AVENUE IN CHICAGO, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE;

NORTHWESTERLY, A DISTANCE OF 23.35 FEET; NORTHEASTERLY, A DISTANCE OF 12.00 FEET; SOUTHEASTERLY, A DISTANCE OF 0.87 FEET; NORTHEASTERLY, A DISTANCE OF 1.20 FEET; NORTHWESTERLY, A DISTANCE OF 0.87 FEET; NORTHEASTERLY, A DISTANCE OF 33.05 FEET; SOUTHEASTERLY, A DISTANCE OF 0.87 FEET; NORTHEASTERLY, A DISTANCE OF 1.07 FEET; SOUTHEASTERLY, A DISTANCE OF 22.39 FEET; SOUTHWESTERLY, A DISTANCE OF 47.26 FEET TO THE POINT OF BEGINNING.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED BY OPERATION AND RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT RECORDED AS DOCUMENT NUMBER 0634909105 AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED AS DOCUMENT NUMBER 0634909108.

PARCEL 3:

COMMERCIAL SPACE 2511 NORTH MILWAUKEE AVENUE, CHICAGO, ILLINOIS

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 18.00 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 30.00 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 21 AND 22, TAKEN AS A TRACT IN BLOCK 2 IN STOREY AND ALLENS MILWAUKEE AVENUE ADDITION TO CHICAGO, BEING A SUBDIVISION OF 5.8 ACRES IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 40

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A (CONTINUED)

ORDER NO.: 1401 SA3668538 F1

## 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT, BEING A POINT ON THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE DISTANT 473.25 FEET NORTHWESTERLY FROM ITS INTERSECTION WITH THE WEST LINE OF NORTH SACRAMENTO AVENUE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.76 FEET; THENCE NORTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 89 DEGREES 39 MINUTES 39 SECONDS MEASURED CLOCKWISE, NORTHWESTERLY TO NORTHEASTERLY, A DISTANCE OF 1.00 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A FOUR AND A HALF STORY BRICK BUILDING COMMONLY KNOWN AS 2511-2513 NORTH MILWAUKEE AVENUE IN CHICAGO, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE;

NORTHWESTERLY, A DISTANCE OF 23.57 FEET; NORTHEASTERLY, A DISTANCE OF 47.26 FEET; SOUTHEASTERLY, A DISTANCE OF 22.52 FEET; SOUTHWESTERLY, A DISTANCE OF 1.32 FEET; SOUTHEASTERLY, A DISTANCE OF 0.97 FEET; SOUTHWESTERLY, A DISTANCE OF 33.05 FEET; NORTHWESTERLY, A DISTANCE OF 0.88 FEET; SOUTHWESTERLY, A DISTANCE OF 1.33 FEET; SOUTHEASTERLY, A DISTANCE OF 0.88 FEET; SOUTHWESTERLY, A DISTANCE OF 11.80 FEET TO THE POINT OF BEGINNING.

## PARCEL 4:

COMMERCIAL SPACE 2513 NORTH MILWAUKEE AVENUE, CHICAGO, ILLINOIS THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 18.00 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 30.00 FEET ABOVE CHICAGO CITY DATUM; LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 21 AND 22, TAKEN AS A TRACT, IN BLOCK 2 IN STOREY AND ALLENS MILWAUKEE AVENUE ADDITION TO CHICAGO, BEING A SUBDIVISION OF 5.8 ACRES IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT, BEING A POINT ON THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE DISTANT 473.25 FEET NORTHWESTERLY FROM ITS INTERSECTION WITH THE WEST LINE OF NORTH SACRAMENTO AVENUE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 25.21 FEET; THENCE NORTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 89 DEGREES 39 MINUTES 39 SECONDS MEASURED CLOCKWISE, NORTHWESTERLY TO NORTHEASTERLY, A DISTANCE OF 0.76 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A FOUR AND A HALF STORY BRICK BUILDING COMMONLY KNOWN AS 2511-2513 NORTH MILWAUKEE AVENUE IN CHICAGO, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE;

NORTHWESTERLY, A DISTANCE OF 14.57 FEET; NORTHEASTERLY, A DISTANCE OF 10.45 FEET; NORTHWESTERLY, A DISTANCE OF 3.65 FEET; NORTHEASTERLY, A DISTANCE OF 1.45 FEET; NORTHWESTERLY, A DISTANCE OF 0.85 FEET; NORTHEASTERLY, A DISTANCE OF 27.60 FEET; NORTHWESTERLY, A DISTANCE OF 4.60 FEET; NORTHEASTERLY, A DISTANCE OF 6.15 FEET; SOUTHEASTERLY, A DISTANCE OF 4.00 FEET; SOUTHWESTERLY, A DISTANCE OF 0.82 FEET; SOUTHEASTERLY, A DISTANCE OF 1.60 FEET; NORTHEASTERLY, A DISTANCE OF 0.85 FEET; SOUTHEASTERLY, A DISTANCE OF 6.07 FEET; NORTHEASTERLY, A DISTANCE OF 5.65 FEET;

**UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A (CONTINUED)

ORDER NO.: 1401 SA3668538 F1

## 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

SOUTHEASTERLY, A DISTANCE OF 11.70 FEET; SOUTHWESTERLY, A DISTANCE OF 47.26 FEET TO THE POINT OF BEGINNING.

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 3 AND 4 FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED BY OPERATION AND RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT RECORDED AS DOCUMENT NUMBER 0634909105 AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED AS DOCUMENT NUMBER 0634909106.

## PARCEL 5:

THE EAST 50 FEET OF THE WEST 58 FEET OF BLOCK 20 IN GRANT LAND ASSOCIATION RE SUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED MARCH 4, 1913 AS DOCUMENT 5138385 IN COOK COUNTY, ILLINOIS.

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