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Prepared by and Mail to: Commercial Loan Dept. Republic Bank of Chicago 2221 Camden Court, Floor 1 Oak Brook, IL 60523 Doc#: 1010608265 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/16/2010 11:09 AM Pg: 1 of 3

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 22nd day of February, 2010 between REPUBLIC PANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Bank, and DISCOUNT REALTY SERVICES, LTD., the Obligor parter the Note and Owner of the property, and PETER BURDI and AIMAN HUMAIDEH, Guarantors, hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of a certain Note in the amount of \$96,000.00 dated May 22, 2003, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions there of secured either in whole or in part by Mortgage and Assignment of Rents recorded as Decument Nos. 0319311256 and 0319311257, respectively, covering the real estate described as follows:

LOT 7 IN BLOCK 4 IN WILLIAM S. WALKERS SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP ?9 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 642 N. Lockwood, Chicago, Illinois 60044 PIN: 16-09-111-028-0000

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage as set forth herein;

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00), the coverents 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 Ninety Thousand Seven Hundred Five and 13/100 Dollars (\$90,705.13).
- 2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from January 15, 2010 to January 15, 2011.
- 3. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00, interest due for the month of January in the amount of \$566.89, February principal and interest payment of \$700.57 and a search fee of \$63.00.

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.

Loan No. 100840411 S.G.

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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.

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

BANK:

REPUBLIC BANK OF CHICAGO, an

Illinois banking corp.

By:

Chris Norman, Senior Vice President

SECOND PARTY:

DISCOUNT REALTY SERVICES

LTD.

By: Peter Burdi, President / Secretary

GUARANTAR

 $\mathbf{g}_{\mathbf{v}}$

Peter Burdi, Edividually

Rv

Aiman Humaideh, Individuenty

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STATE OF ILLINOIS]
COUNTY OF COOK] ss
I, <u>THE UNDERSIGNED</u> , a Notary Public in and for the said County in the Sta aforesaid, DO HEREBY CERTIFY that <u>CHRIS NORMAN</u> personally known to me to the same person whose name is subscribed to the foregoing instrument, appeared before me this do in person and acknowledged that she signed, sealed and delivered the said instrument as succeptions of said Bank and caused the seal of said Bank to be thereunto affixed as <u>free</u> free are voluntary act and as the free and voluntary act and deed of said Bank for the uses and purpose therein set forth.
Given under my hand and notarial seal this 30H day of MARCH , 2010.
OFFICIAL SEAL ANN DOUKAS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/27/13 Notary Public
STATE OF ILLINOIS]
COUNTY OF COOK 18
I, <u>THE UNDERSIGNED</u> , a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that <u>PETER DIRDI</u> , personally known to me to be the same person whose name is subscribed to the foregoing incomment, appeared before me this day in person and acknowledged that <u>he</u> signed, sealed and delivered the said instrument as <u>free</u> and voluntary act, for the uses and purposes therein set forth.
Given under my hand and notarial seal this 20 day of 1771ch, 2010
OFFICIAL SEAL DONNA J SPASSER NOTARY PUBLIC - STATE OF ALINOIS MY COMMISSION EXPIRES DOCUMENTS
STATE OF ILLINOIS COUNTY OF Care ss
COUNTY OF Case ss
I,THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY thatAIMAN HUMAIDEH_, 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 thathe 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 29th day of Merch, 2010
OFFICIAL SEAL DONNA J SPASSER NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EVENTS