

# UNOFFICIAL COPY



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

## CTIC-HE

Prepared by and Mail to:  
Commercial Loan Dept.  
Republic Bank of Chicago  
2221 Camden Court, Floor 1  
Oak Brook, IL 60523

R1 201575

### MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 22nd day of February, 2010 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Bank, and DISCOUNT REALTY SERVICES, LTD., the Obligor under 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 thereof secured either in whole or in part by Mortgage and Assignment of Rents recorded as Document Nos. 0319311256 and 0319311257, respectively, covering the real estate described as follows:

LOT 7 IN BLOCK 4 IN WILLIAM S. WALKER'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 29 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 642 N. Lockwood, Chicago, Illinois 60644  
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 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 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.

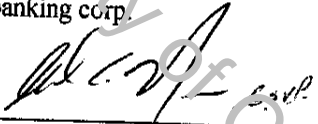
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In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

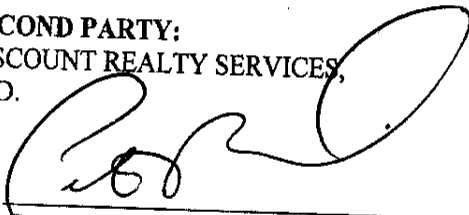
Notwithstanding the foregoing, Second Party expressly waives any defenses, which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party 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.

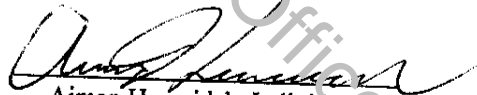
By:   
Chris Norman, Senior Vice President

**SECOND PARTY:**  
DISCOUNT REALTY SERVICES,  
LTD.

By:   
Peter Burdi, President / Secretary

**GUARANTORS:**

By:   
Peter Burdi, Individually

By:   
Aiman Humaideh, Individually

