



Doc#: 1010608272 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 04/16/2010 11:16 AM Pg: 1 of 4

CTIC-HE

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

Doc#: Fee: \$2.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 04/16/2010 11:16 AM Pg: 0

*R1201566*

**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 AIMA HUMAIDEH, Guarantors, hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of a certain Note in the amount of \$93,600.00 dated December 17, 2004, 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. 0436341011 and 0436341012, respectively, covering the real estate described as follows:

LOT 10 IN CHARLES F. BROWN'S SUBDIVISION OF LOT 8 IN WHITECOMB AND WARNER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 32 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 535 East 46<sup>th</sup> Street, Chicago, Illinois 60603  
PIN: 20-03-423-019-0000

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 Eighty Eight Thousand Four Hundred Twenty Five and 43/100 Dollars (\$88,425.43).
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, principal and interest payment in the amount of \$683.06 for the month of December, interest in the amount of \$518.04 for the month of January and a principal and interest payment in the amount of \$683.06 for the month of February.

*4  
Lester*

# UNOFFICIAL COPY

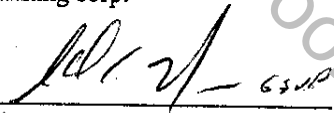
Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, setoffs and counterclaims both in law and equity, as is the lien of the Mortgage.

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.

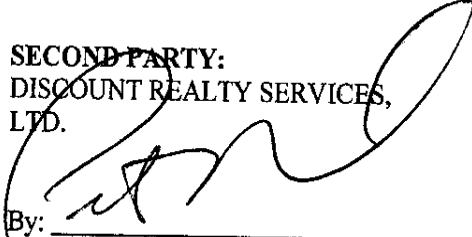
Notwithstanding the foregoing, Second Party expressly waives any defenses, which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party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

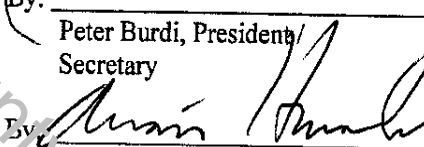
IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

**BANK:**  
REPUBLIC BANK OF CHICAGO, an  
Illinois banking corp.

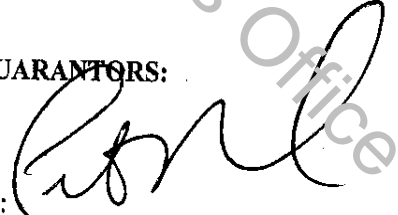
By:   
Chris Norman, Senior Vice President

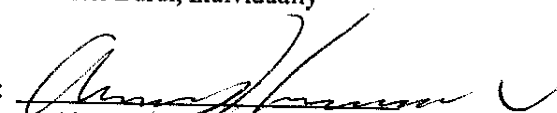
**SECOND PARTY:**  
DISCOUNT REALTY SERVICES,  
LTD.

By:   
Peter Burdi, President/  
Secretary

By:   
Aiman Humaideh, Vice President

**GUARANTORS:**

By:   
Peter Burdi, Individually

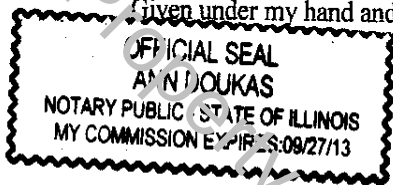
By:   
Aiman Humaideh, Individually

# UNOFFICIAL COPY

STATE OF ILLINOIS ]  
COUNTY OF Cook ] ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that CHRIS NORMAN 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 she 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 30th day of MARCH, 2010



Anna Doukas  
Notary Public

STATE OF ILLINOIS ]  
COUNTY OF \_\_\_\_\_ ] ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that PETER BURDI, 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        free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of March, 2010



Donna J Spasser  
Notary Public

# UNOFFICIAL COPY

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 AIMAN 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 that he 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 29<sup>th</sup> day of March, 2010



[Signature]  
Notary Public

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