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Doc#: 1010608277 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/16/2010 11:20 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

R1201562

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 23rd 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 \$340,000.00 dated July 18, 2007, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions thereof secured either in whole or in part by a Second Mortgage recorded as Document No. 0722901136 covering the real estate described as follows:

THE SOUTH 100.40 FEET OF THAT PART OF BLOCK 8, C. BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4, NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LAND HERETOFORE CONVEYED TO CHARLES BUSBY TO SOUTH PARK COMMISSIONERS FOR BOULEVARD, WITH NORTH LINE OF 51ST STREET; THENCE NORTH ALONG THE WEST LINE OF LAND SO CONVEYED TO THE NORTH LINE OF SAID BLOCK 8, THENCE WEST 150 FEET MORE OR LESS TO AN ALLEY, THENCE SOUTH ALONG THE EAST LINE SAID ALLEY TO SOUTH LINE OF SAID BLOCK 8, BEING ALSO THE NORTH LINE OF 51ST STREET; THENCE IN DIRECT LINE EAST TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as: 5050 S. King Drive, Chicago, Illinois 60615
PIN: 20-10-123-027-0000

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. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from January 15, 2010 to January 10, 2011.
2. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00 and interest due in the amount of \$2,630.34 for the months of January and February, 2010.

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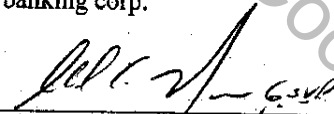
Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, setoffs and counterclaims both in law and equity, as is the lien of the Mortgage.

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.

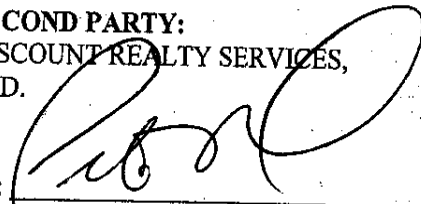
Notwithstanding the foregoing, Second Party expressly waives any defenses, which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party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

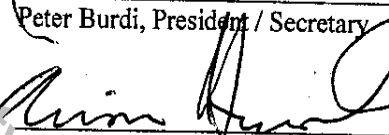
IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

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


By: 
Chris Norman, Senior Vice President

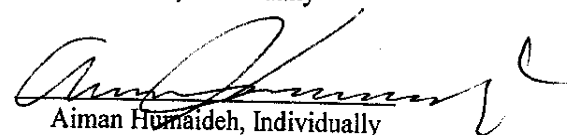
SECOND PARTY:
DISCOUNT REALTY SERVICES,
LTD.

By: 
Peter Burdi, President / Secretary

By: 
Aiman Humaideh, Vice President

GUARANTORS:

By: 
Peter Burdi, Individually

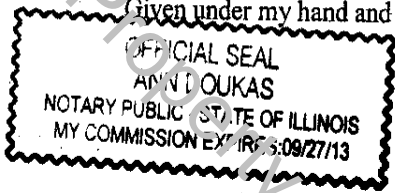
By: 
Aiman Humaideh, Individually

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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.



Ann Doukas
Notary Public

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 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.

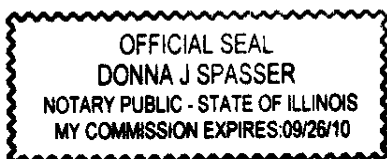


Donna J Spasser
Notary Public

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 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 29th day of March, 2010.



Donna J Spasser
Notary Public