



1102644016

Doc#: 1102644016 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/26/2011 10:12 AM Pg: 1 of 14

**THIS DOCUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:**

Jay R. Goldberg
Field and Goldberg, LLC
10 South LaSalle Street
Suite 2910
Chicago, IL 60603

ADDRESS OF PROPERTY:
1401-1413 West 127th Street
Calumet Park, IL 60827

12700 South Loomis Street
Calumet Park, IL 60827

PERMANENT INDEX NOS.:
25-32-116-032-0000
25-32-116-033-0000

LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of the 15th day of July, 2010 by and among **MB FINANCIAL BANK, N.A.** ("Lender"), **H & F INVESTMENT GROUP, LLC**, an Illinois limited liability company ("Borrower"), **H & F INVESTMENT GROUP, LLC – SERIES 1**, an Illinois limited liability company ("Mortgagor"), and **HOSAM BADER** ("Bader"), **FAYEZ MIZYED** ("Mizyed") and **OMAR ZAYYAD** ("Zayyad" and, together with Bader and Mizyed, herein individually and collectively called "Guarantor").

WITNESSETH:

WHEREAS, Mortgagor is the owner of certain real estate commonly known as 1401-1413 West 127th Street and 12700 South Loomis Street which is located in the Village of Calumet Park, County of Cook, State of Illinois and more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to Borrower in the stated principal sum of One Million Eight Hundred Ninety Six Thousand Six Hundred Sixty Six Dollars and No Cents (\$1,896,666.00); and

WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender (hereinafter, together with all other documents evidencing, securing or otherwise governing the Loan, collectively referred to as the "Loan Documents") each of which is dated as of January 15, 2010 unless otherwise stated:

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(a) Promissory Note (the "Note") made by Borrower to Lender in the stated principal sum of One Million Eight Hundred Ninety Six Thousand Six Hundred Sixty Six Dollars and No Cents (\$1,896,666.00);

(b) Commercial Guaranty (herein called the "Bader Guaranty") made by Bader in favor of Lender;

(c) Commercial Guaranty (herein called the "Mizyed Guaranty") made by Mizyed in favor of Lender;

(d) Commercial Guaranty (herein called the "Zayyad Guaranty") made by Zayyad in favor of Lender;

(e) Guaranty of Completion and Performance (herein called the "Completion and Performance Guaranty" and, together with the Bader Guaranty, Mizyed Guaranty and Zayyad Guaranty, herein individually and collectively called the "Guaranty") made by Guarantor in favor of Lender;

(f) Construction Mortgage (herein called the "Mortgage") made by Mortgagor to Lender encumbering the Premises and the improvements thereon and all other property, assets and collateral therein described, which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Recorder's Office") on March 16, 2010 as Document No. 1007531037;

(g) Assignment of Rents (herein called the "Assignment") made by Mortgagor, as assignor, to Lender, as assignee, which was recorded in the Recorder's Office on March 16, 2010 as Document No. 1007531038; and

(h) Construction Loan Agreement (herein called "Loan Agreement") by and between Borrower and Lender; and

WHEREAS, Lender and Borrower have agreed to certain modifications to the Loan Documents; and

WHEREAS, the agreements of the parties are set forth herein and limited to this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed, as of the date hereof, as follows:

1. **Preambles.** The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.

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2. **Definitions.** All capitalized terms herein not otherwise defined shall have the same meanings as in the Note, Mortgage and in the other Loan Documents.

3. **Increase in Loan Amount.** Notwithstanding anything to the contrary contained in the Loan Documents, the stated principal amount of the Note is hereby increased to One Million Nine Hundred Fifty Six Thousand Six Hundred Sixty Six Dollars and No Cents (\$1,956,666.00) (the "Loan Amount"). Any reference to the Loan, the Loan Amount or to the Note in any of the Loan Documents shall be a reference to the Loan, the Loan Amount and/or the Note in the stated principal amount of One Million Nine Hundred Fifty Six Thousand Six Hundred Sixty Six Dollars and No Cents (\$1,956,666.00).

4. **Amendment to Note.** In addition to any other modifications contained in this Agreement and notwithstanding anything to the contrary contained in the Note, the Note is hereby further amended as follows:

a. The Maturity Date of the Note shall be December 5, 2010.

b. Borrower shall make monthly payments of interest with Borrower's next payment due on August 15, 2010 and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on December 5, 2010 and will be for all principal and all accrued interest not yet paid.

5. **Amendment to Mortgage.** In addition to any other modifications contained in this Agreement, the terms of the Mortgage are hereby amended, as of the date hereof, as follows:

a. The following is hereby added at the end of the "EVENTS OF DEFAULT" section of the Mortgage:

Bank Accounts. If Borrower (hereinafter defined) and Grantor fail to maintain all deposit accounts and operating accounts of Borrower and Grantor and its subsidiaries at Lender except for those accounts set forth on Schedule 1 attached to the Loan Modification Agreement dated July 15, 2010 by and between Grantor, Borrower, HOSAM BADER, FAYEZ MIZYED, OMAR ZAYYAD and Lender.

b. The Mortgage is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

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6. **Amendment to Loan Agreement.** In addition to any other modifications contained in this Agreement, the terms of the Loan Agreement are hereby amended, as of the date hereof, as follows:

a. The first sentence of the subsection entitled "PROJECT COSTS" in the section entitled "REPRESENTATIONS AND WARRANTIES" is deleted in its entirety and is hereby replaced with the following:

The total cost for the Project shall not exceed \$2,445,583.00.

b. The following sentence is hereby added to the end of the subsection entitled "EQUITY FUNDS" in the section entitled "CONDITIONS PRECEDENT TO EACH ADVANCE":

Borrower shall deposit an additional \$21,000.00 at Lender as additional equity funds on or before July 15, 2010.

c. The Loan Agreement is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

7. **Continued Priority.** In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

8. **Title Insurance.** Concurrent with the execution and delivery hereof by Borrower, Borrower agrees to provide Lender with an endorsement to its mortgagee's policy of title insurance ("Title Policy"), which endorsement shall be acceptable to Lender and shall guarantee as of the date hereof that:

a. there are no objections to title except (a) the objections to title other than real estate taxes reflected on the Title Policy, and (b) general real estate taxes for the year 2009 (second installment) and subsequent years;

b. reflects the recording of this Agreement;

c. re-dates the effective date of the Title Policy to the date of recording of this Agreement; and

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d. increases the amount of coverage to One Million Nine Hundred Fifty Six Thousand Six Hundred Sixty Six Dollars and No Cents (\$1,956,666.00); and

together with such other endorsements as may be required by Lender.

9. **Lender Expenses.** Borrower agrees to pay all costs, fees and expenses (including but not limited to legal fees) incurred by Lender in connection with the preparation of this Agreement and/or the implementation of the additional disbursements contemplated hereunder. Such of the foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within five (5) business days after notice from Lender of the amount due and the reason therefor.

10. **Ratification.** The Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent otherwise expressly modified hereby. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended.

11. **Release.** Borrower, Mortgagor, Guarantor and any other obligor under the Loan, on behalf of themselves and their respective successors and assigns (collectively and individually, the "Mortgagor Parties"), hereby fully, finally and completely release, remise, acquit and forever discharge, and agree to hold harmless Lender and its respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, fiduciaries, attorneys, agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, the "Mortgagee Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions, and causes of action of any and every nature whatsoever, known or unknown, direct or indirect, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future (collectively, the "claims"), which the Mortgagor Parties have as of the date of this Agreement or may claim to have against the Mortgagee Parties, including but not limited to, any claims arising out of or with respect to any and all transactions relating to the Loan or the Loan Documents occurring on or before the date of this Agreement, including but not limited to, any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of the Mortgagee Parties occurring on or before the date of this Agreement. The foregoing release is intended to be, and is, a full, complete and general release in favor of the Mortgagee Parties with respect to all claims, demands, actions, causes of action and other matters described therein, or any other theory, cause of action, occurrence, matter or thing which might result in liability upon the Mortgagee Parties arising or occurring on or before the date of this Agreement. The Mortgagor Parties understand and agree that the foregoing general release is in consideration for the agreements of Lender contained herein and that they will receive no

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further consideration for such release. Furthermore, each of the Mortgagor Parties represents and warrants to Lender that she, he or it: (i) read this agreement, including without limitation, the release set forth in this section (the "Release Provision"), and understands all of the terms and conditions hereof, and (ii) executes this Agreement voluntarily with full knowledge of the significance of this Release Provision and the releases contained herein and execution hereof. The Mortgagor Parties agree to assume the risk of any and all unknown, unanticipated, or misunderstood claims that are released by this Agreement.

12. **Patriot Act.** Lender hereby notifies Borrower that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L 107-56) (the "Patriot Act"), Lender is required to obtain, verify and record information that identifies Borrower and the other credit parties. Borrower agrees to provide to Lender promptly upon Lender's request such other information as Lender shall require for purposes of complying with the requirements of the Patriot Act, the federal regulations issued pursuant to the Patriot Act and any customer identification program established by Lender in accordance therewith.

13. **Joinder of Mortgagor.** Notwithstanding anything to the contrary contained herein Mortgagor has entered into this Agreement for the purpose of ratifying and confirming Mortgagor's obligations under the Mortgage and Assignment, as amended hereby, and to acknowledge that the Mortgage, the Assignment and the other Loan Documents, as amended hereby, remain in full force and effect.

14. **Joinder of Guarantor.** Notwithstanding anything to the contrary contained herein Guarantor has entered into this Agreement for the purpose of ratifying and confirming Guarantor's obligations under the Guaranty, as amended hereby, and to acknowledge that the Guaranty and the other Loan Documents, as amended hereby, remain in full force and effect.

(Signature Page Follows)

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day, month and year first written above.

LENDER:

MB FINANCIAL BANK, N.A.

By: Walter Ben
Name: _____
Title: _____

MORTGAGOR:

**H & F INVESTMENT GROUP, LLC –
SERIES 1, an Illinois limited liability
company**

By: Hosam Bader
Hosam Bader, Manager

By: Fayez Mzyed
Fayez Mzyed, Manager

BORROWER:

**H & F INVESTMENT GROUP, LLC, an
Illinois limited liability company**

By: Hosam Bader
Hosam Bader, Manager

GUARANTOR:

Hosam Bader
HOSAM BADER

Fayez Mzyed
FAYEZ MIZYED

By: Fayez Mzyed
Fayez Mzyed, Manager

Omar Zayyad
OMAR ZAYYAD

11/03/10
OFFICIAL SEAL
S ELKHALIL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/20/12
S. Khalil

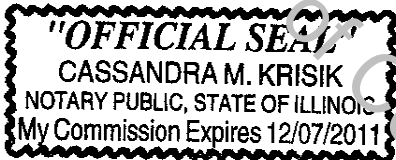
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that William Ber, the vice President of **MB FINANCIAL BANK, N.A.**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of **MB FINANCIAL BANK, N.A.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of November, 2010.

Cassandra M. Krisik
Notary Public



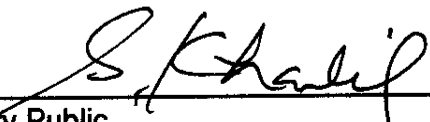
Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Hosam Bader**, the Manager of **H & F INVESTMENT GROUP, LLC**, an **Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **H & F INVESTMENT GROUP, LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of November, 2010.




Notary Public



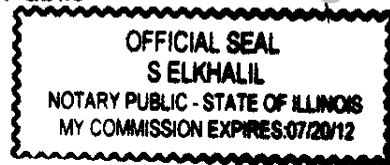
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Fayez Mized**, the Manager of **H & F INVESTMENT GROUP, LLC**, an **Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **H & F INVESTMENT GROUP, LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of November, 2010.



Notary Public



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF *COOK*)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Hosam Bader**, the Manager of **H & F INVESTMENT GROUP, LLC – SERIES 1, an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **H & F INVESTMENT GROUP, LLC – SERIES 1**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of November, 2010.

Notary Public *S. El Khalil*

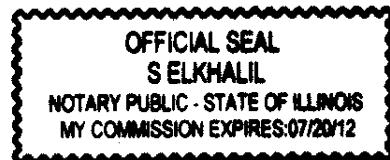


STATE OF ILLINOIS)
) SS
COUNTY OF *COOK*)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Fayez Mized**, the Manager of **H & F INVESTMENT GROUP, LLC – SERIES 1, an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **H & F INVESTMENT GROUP, LLC – SERIES 1**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of November, 2010.

Notary Public *S. El Khalil*



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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **HOSAM BADER**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of November 2010.

[Signature]
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **FAYEZ MIZYED**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of November, 2010.

[Signature]
Notary Public

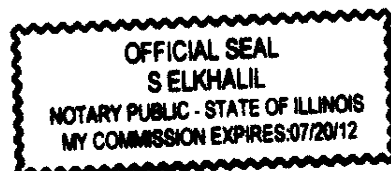
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **OMAR ZAYYAD**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of November, 2010.

[Signature]
Notary Public



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SCHEDULE 1

Bank Accounts

Hosam Bader: Accounts

1- Marquette Bank

2600522995 Horizon construction Team, LLC
2600381129 Horizon Realty Brokers Inc
2600532283 H&F Investment Group, LLC
2600383547 HOSAM BADER (personal).

Fayez Mizyed: Accounts

Attached

County Clerk's Office

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SCHEDULE 1

Bank Accounts

FAYEZ MIZYED
Alpine Bank
Rockford Ill

500-050-244

FAYEZ MIZYED
NADIA MIZYED

9678 004 104

Associated Bank
Rockford Ill

Cook County Clerk's Office

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EXHIBIT A

Legal Description

Parcel 1:

The East 150 feet of the West 183 feet of the South 125 feet of the North 175 feet of the East ½ of the North ½ of the East ½ of the West ½ of the Northwest ¼ of Section 32, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The South 125 feet of the North 175 feet of the East ½ of the North ½ of the East ½ of the West ½ of the Northwest ¼ of Section 32, Township 37 North, Range 14, East of the Third Principal meridian (except the East 33 feet and the West 33 feet thereof) (except the East 150 feet of the West 183 feet of the South 125 feet of the North 175 feet thereof), in Cook County, Illinois.

Address of Property: 1401-1413 West 127th Street
Calumet Park, IL 60827

12700 South Loomis Street
Calumet Park, IL 60827

Permanent Index Nos.: 25-32-116-032-0000
25-32-116-033-0000

Property of Cook County Clerk's Office