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Doc#: 1315729025 Fee: \$64.00
RHSP Fee:\$10.00 Affidavit Fee:
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 06/06/2013 11:36 AM Pg: 1 of 14

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LOAN EXTENSION AND MODIFICATION AGREEMENT

THIS LOAN EXTENSION AND MODIFICATION AGREEMENT is made as of this 17th day of May, 2013, effective as of September 6, 2012 ("Effective Date"), by and between U.S. BANK, a national banking association ("Lender"), having an office at 11 West Madison Street, Oak Park, Illinois 60302, and AR RAHEEM, LLP, an Illinois limited liability partnership ("Borrower"), having an address of 1557 South Central Avenue, Cicero, Illinois 60804, and MUFAAZ, INC., having an address of 1557 South Central Avenue, Cicero, Illinois 60804, MURSALEEN Q. LAWAI, having an address of 2219 Periwinkle Lane, Naperville, Illinois 60540, HENNA K. DOJKI, having an address of 2219 Periwinkle Lane, Naperville, Illinois 60540, ERUM FAISAL, having an address of 2211 Feldott Lane, Naperville, Illinois 60540, and FAISAL SIDDIQUI, having an address of 2211 Feldott Lane, Naperville, Illinois 60540 ("Mufaaz, Inc., Henna K. Dojki, Mursaleen Q. Lawai, Faisal Siddiqui and Erum Faisal, are together "Guarantors");

RECITALS

A. Pursuant to a Business Loan Agreement dated September 6, 2007 (the "Loan Agreement"), Park National Bank, a national banking association, made a loan to Borrower in the initial principal amount of \$690,000.00 ("the Loan").

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- B. The Loan is evidenced by a Promissory Note dated September 6, 2007 (the "Note").
- C. The Loan is secured by the following security instruments:
- Mortgage made by Henna K. Dojki and Mursaleen Q. Lawai, husband and wife, as Mortgagors, in favor of Park National Bank, as Mortgagee, dated September 6, 2007, recorded September 13, 2007, in the Office of the Recorder of Deeds of DuPage County, Illinois, as Document Number R2007-169865, on the property commonly known as 2219 Periwinkle Lane, Naperville, Illinois 60540, and legally described in Exhibit A to this Agreement ("Periwinkle Lane Mortgage").
 - Mortgage made by Borrower, as Mortgagor, in favor of Park National Bank, as Mortgagee, dated September 6, 2007, recorded September 12, 2007 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 0725560055, on the property commonly known as 1557 South Central Avenue, Cicero, Illinois 60804, and legally described in Exhibit B to this Agreement ("Central Avenue Mortgage").
 - Assignment of Rents made by Borrower, as Assignor, in favor of Park National Bank, as Assignee, dated September 6, 2007, recorded September 12, 2007, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 0725560056, on the property commonly known as 1557 South Central Avenue, Cicero, Illinois 60804, legally described in Exhibit B to this Agreement ("Central Avenue Assignment of Rents").
 - Mortgage dated December 17, 2010, made by Erum Faisal and Faisal Siddiqui, husband and wife, as Mortgagors, in favor of U.S. Bank, as Mortgagee, recorded February 8, 2011, as Document Number R2011-019708, in the Office of the Recorder of Deeds of DuPage County, Illinois on the property commonly known as 2211 Feldott Lane, Naperville, Illinois, legally described in Exhibit C to this Agreement ("Feldott Lane Mortgage").
 - Guaranty Instrument executed by Mufaaaz, Inc., dated September 6, 2007.
 - Guaranty Instrument executed by Henna K. Dojki, dated September 6, 2007.
 - Guaranty Instrument executed by Mursaleen Q. Lawai, dated September 6, 2007.
 - Guaranty Instrument executed by Faisal Siddiqui, dated September 6, 2007.
 - Guaranty Instrument executed by Erum Faisal, dated September 6, 2007.

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D. Lender is the owner and holder of the Note by reason of an Allonge dated September 6, 2007, made by the Federal Deposit Insurance Corporation and payable to the order of U.S. Bank National Association, without recourse.

E. Lender is the owner and holder of the Periwinkle Lane Mortgage by reason of an Assignment of Mortgage made by the Federal Deposit Insurance Corporation, as Assignor, to Lender, as Assignee, recorded on August 9, 2010, in the Office of the Recorder of Deeds of DuPage County, as Document Number R2010-102105.

F. Lender is the owner and holder of the Central Avenue Mortgage and the Central Avenue assignment of Rents by reason of the Assignment of Mortgage made by the Federal Deposit Insurance Corporation, as Assignor, to Lender, as Assignee, recorded August 11, 2010, in the Office of the Recorder of Deeds of Cook County, as Document Number 1022322061.

G. The Loan Agreement, the Note, the Periwinkle Lane Mortgage, the Central Avenue Mortgage, the Central Avenue Assignment of Rents, the Feldott Lane Mortgage, the Allonge, the Assignment of Periwinkle Lane Mortgage, the Assignment of Central Avenue Mortgage, the Assignment of Feldott Lane Mortgage, the Guaranty Instrument of Mufaaz, Inc., the Guaranty Instrument of Henna K. Dojki, the Guaranty Instrument of Mursaleen Q. Lawai, the Guaranty Instrument of Faisal Siddiqui, the Guaranty Instrument of Erum Faisal, together with any other unnamed instruments which evidence or secure the Loan, are collectively "the Loan Documents."

H. The Loan is identified in Lender's books and records as Loan No. 25-31023048.

I. The Note matured on September 6, 2012, and the principal balance due thereon in the amount of \$437,982.80 has not been paid.

J. Borrower has requested an extension on the term of the Note to September 6, 2014.

K. Guarantors have a financial interest in Borrower and desire that Lender agree to Borrower's request for an extension of the term of the Note.

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L. Lender is willing to extend the term of the Note to September 6, 2014, subject to the terms set forth below.

WHEREAS, the parties hereto agree as follow:

1. The parties agree that as of the Effective Date, the principal balance of the Loan that is outstanding and unpaid is \$437,982.80.
2. At or before the time of the execution by Borrower of this Agreement, Borrower will pay to Lender a sum equal to .25% of the principal balance as a loan extension fee.
3. The maturity date of the Note is hereby extended to September 6, 2014 ("New Maturity Date"), and on the New Maturity Date all amounts owing by reason of the Note and the other Loan Documents not sooner required to be paid will be immediately due and payable to Lender. Nothing in this Agreement shall be construed as constituting the consent of Lender to an extension of the Loan and the Note past the New Maturity Date.
4. As of the Effective Date, the terms of the Note are modified as follows:
 - (i) *Accrual of interest:* The unpaid principal Note balance will bear interest at an annual rate equal to one (1%) percent per annum plus the prime rate as announced by Lender, U.S. Bank National Association, from time to time; (ii) the interest rate will be adjusted each time that the prime rate changes; (iii) provided however, that the interest rate charged shall never be less than seven (7.0%) percent per annum.
 - (ii) *Monthly payments of interest:* Accrued interest is payable on October 6, 2012, and on the same date of each consecutive month thereafter, plus a final interest payment with the final payment of principal on the New Maturity Date.
 - (iii) *Monthly payment of Principal:* Principal is payable in installments of \$3,100.00 each, commencing February 6, 2013, and on the same date of each consecutive month thereafter, plus a final payment equal to all unpaid principal, not sooner required to be paid, on the New Maturity Date.
5. The Loan Documents are hereby modified (i) so that the term "Loan Documents" or similar terms may be used herein, shall be deemed to include this Agreement and (ii) so that each Loan Document is not inconsistent with the provisions of this Agreement.
6. Guarantors hereby expressly reaffirm and assume (on the same basis as set forth in their respective Guaranty instruments) all of their respective obligations and liabilities to

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Lender as set forth in their Guaranty instruments, and agree to be bound by and abide by and operate and perform under and pursuant to and comply fully with all of the terms, conditions, provision, agreements, representations, undertakings, warranties, guarantees, indemnities, grants of security interest and covenants contained in their Guaranty instruments, it being the intent of each Guarantor and Lender that said Guarantor shall continue to guarantee and secure the obligations of Borrower to Lender. Each Guarantor hereby restates and reaffirms all waivers, authorizations and consents contained in his/hers/its Guaranty, including without limitation any waiver, authorization or consent relating to future amendments, extensions, increases, or other modifications to the Loan, all of which may be undertaken by Lender without further notice to or consent from said Guarantor, and without the execution of additional reaffirmations of Guaranty.

H. The parties hereby acknowledge and agree that:

- (a) In all respects not modified by this Agreement, all of the terms, covenants, obligations, conditions and rights set forth in the Loan Documents are hereby ratified, reaffirmed and restated and remain in full force and effect. Any conflict between the terms, provisions and covenants of this Agreement and the terms, provisions and covenants of Note and/or the other Loan Documents shall be resolved in favor of the terms, provisions and covenants of this Agreement.
- (b) All of the representations and warranties made by Borrower and/or Guarantors at the time of the making of the Loan, whether or not set forth in the Loan Documents, shall be deemed to be remade by Borrower and/or Guarantors as of the date hereof with respect to all matters specified herein and with respect to this Agreement, all of which remain true and correct.
- (c) The obligations of the Borrower to Lender by reason of the Loan and pursuant to the Loan Documents, are not subject to any reduction, limitation, impairment or termination for any reason, including without limitation, any claim of waiver, release, surrender or compromise.
- (d) As of the date hereof, there are no offsets, defenses or counterclaims to the obligations evidenced by the Loan Documents.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this document the date above first written.

LENDER:
U.S. Bank National Association

BORROWER:
AR RAHEEM, LLP

By: *Mike Warren*
Name: Mike Warren
Title: VP

By: *Mursaleen Lawai*
Name: MURSALEEN LAWAI
Title: PARTNER

Guarantor
Henna (President)
Mufaaz, Inc.

Guarantor
Mursaleen
Mursaleen Q. Lawai

Guarantor
Henna
Henna K. Dojki

Guarantor
Erum Faisal
Erum Faisal

Guarantor
Faisal Siddiqui
Faisal Siddiqui

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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 Mike Warren personally known to be the Vice President of **U.S. Bank National Association**, a national banking association, and is 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 severally acknowledged that such _____, he/she signed and delivered said instrument pursuant to authority given by the Board of Directors of said banking association, as his/her free and voluntary act and deed of said banking association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of May, 2013.

Commission expires 6/7/2016

Vilma Vega
NOTARY PUBLIC



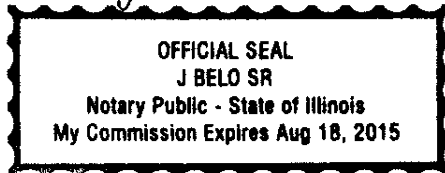
State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public, in and for the County and States aforesaid, DO HEREBY CERTIFY, that MURSALEM LAHMI personally known to be the PARTNER of **AR Raheem, LLP**, a limited liability partnership, and is 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 severally acknowledged that such _____, he/she signed and delivered said instrument pursuant to authority given by the Board of Directors of said corporation, as his/her free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16 day of May, 2013.

Commission expires 8-18-2015

J. Belo Sr.
NOTARY PUBLIC



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State of Illinois)
) SS.
County of ~~Cook~~)
 DUPAGE

I, the undersigned, a Notary Public, in and for the County and States aforesaid, DO HEREBY CERTIFY, that HENNA DOJKI personally known to be the PRESIDENT of **Mufaaz, Inc.**, an Illinois corporation, and is 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 severally acknowledged that such HENNA K DOJKI they signed and delivered said instrument pursuant to authority given by the Board of Directors of said corporation, as their his/her and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16 day of MAY, 2013.

Commission expires Sept - 25 - 2014



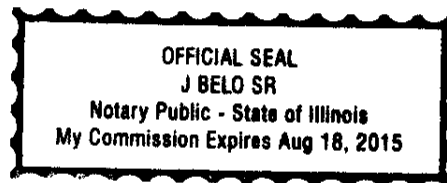
Rekha Shah
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and States aforesaid, DO HEREBY CERTIFY, that **Mursaleen Q. Lawai** is 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/she signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16 day of May, 2013.

J. Belo Sr.
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and States aforesaid, DO HEREBY CERTIFY, that **Henna K. Dojki** is 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/she signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 20__.

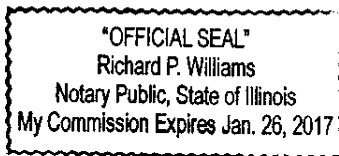
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and States aforesaid, DO HEREBY CERTIFY, that **Erum Faisal** is 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/she signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of MAY, 2013.

R.P.W _____
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)
 DUPAGE

I, the undersigned, a Notary Public, in and for the County and States aforesaid, DO HEREBY CERTIFY, that **Henna K. Dojki** is 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/she signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16 day of MAY, 2013.



Rekha Shah
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and States aforesaid, DO HEREBY CERTIFY, that **Erum Faisal** is 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/she signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ___ day of _____, 20__.


Notary Public

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and States aforesaid, DO HEREBY CERTIFY, that **Faisal Siddiqui** is 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/she signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16 day of May, 2013.



Notary Public



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EXHIBIT A

PARCEL 1:

LOT 213 IN WILDFLOWER UNIT 2, BEING A SUBDIVISION IN THE SOUTH 2 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 6, 1995 AS DOCUMENT R95-25798, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR STORMWATER DRAINAGE, AS CREATED BY THE DETENTION FACILITIES EASEMENT AGREEMENT RECORDED NOVEMBER 8, 1993 AS DOCUMENT R93-256315, OVER THAT PROPERTY DESCRIBED AS PARCEL "E-2" IN SAID EASEMENT AGREEMENT.

Commonly known as 2219 Periwinkle Lane, Naperville, IL 60540

PIN: 07-22-409-036-0000

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EXHIBIT B

LOT 5 IN GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1557 S. Central Avenue, Cicero, IL 60804

PIN: 16-21-102-013-0000

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EXHIBIT C

PARCEL 1:

LOT 30 IN WILDFLOWER UNIT 2, BEING A SUBDIVISION IN THE SOUTH 2 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 3, 1995 AS DOCUMENT R95-25798, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR STORMWATER DRAINAGE, AS CREATED BY THE DETENTION FACILITIES EASEMENT AGREEMENT RECORDED NOVEMBER 8, 1993 AS DOCUMENT R93-256315, OVER THAT PROPERTY DESCRIBED AS PARCEL "E-2" IN SAID EASEMENT AGREEMENT.

Commonly known as 2211 Feldott Ln, Naperville, IL

PIN: 07-22-404-028-0000

Property of Cook County Clerk's Office