

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

*will sign 3/17*  
*L. Sander*

**MODIFICATION AND EXTENSION AGREEMENT**

THIS AGREEMENT made as of this 25th day of February, 2014 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Lender, 2<sup>ND</sup> GEN PROPERTIES LLC, the Borrower under the Note and Owner of the collateral, and 2<sup>ND</sup> GEN-OAKBROOK TERRACE, INC., 2<sup>ND</sup> GEN-PARK RIDGE, INC., VISHAL SHAH, VIPUL PATEL, HARESH PATEL, CHETAN JANI, JAMIE C. DEJURAS JR., AKBAR MITHANI, VISHAL VAGHANI, ASHOK PANDYA, ASHEESH SETH AND NILAX PATEL, the Guarantors, hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of a certain Note, one in the amount of \$1,612,500.00 dated October 25, 2013 secured either in whole or in part by a Mortgage and Assignment of Rents recorded on November 21, 2013 as Document Nos. 1332501014 and 1332501015 covering the real estate described as follows:

LOT 2 IN TOWER PLACE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 8 IN SCHAUMBURG INDUSTRIAL PARK UNIT NO. 1 AND A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 2012 AS DOCUMENT 1221331116 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1440 N. Meacham Rd., Schaumburg, IL 60173  
PIN: 07-12-300-010-0000

AND, WHEREAS, the parties hereto wish to modify the terms of said Note and loan documents securing the same 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 amount of indebtedness available under the line of credit established under the Note is hereby increased from \$1,612,500.00 to \$1,727,500.00.
2. The additional sum of \$115,000.00 represents funds which may be drawn under the terms of Irrevocable Letter of Credit No. 2221. Accordingly, the aggregate of \$115,000.00 from the line of credit shall be earmarked pending possible advances, and advances hereunder for such purposes shall be made only to the extent that sums are paid pursuant to the terms of the letters of credit, or any replacements, modifications or extensions thereof.

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3. This agreement is subject to Second Party paying the Lender a Letter of Credit fee of \$2,300.00, a modification fee in the amount of \$250.00 and title fees in the amount of \$1,182.00.

Second Party and each Guarantor warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Borrower and in all respects free from all defenses, setoffs and counterclaims both in law and equity, as is Lender's security interest in the assets of Second Party.

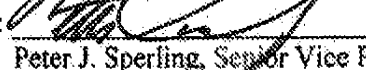
Guarantor ratifies and affirms the guaranty of payment executed in conjunction with the Note ("Guaranty") and hereby agrees that the Guaranty is in full force and effect. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and that Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided therein. Anything herein or therein contained to the contrary notwithstanding, if the Guaranty contains authority to confess judgment, the authority to confess judgment shall be expressly limited to the indebtedness due under the Note, and all extensions, renewals, substitutions, or modifications thereof, together with attorneys' fees and costs. The foregoing limitation shall apply only to the authority to confess judgment under the Guaranty and shall in no way limit, constrain or interfere with any of the Lender's other rights hereunder or under the Guaranty.

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


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

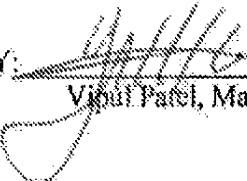
IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

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

BY:   
Peter J. Sperling, Senior Vice President

**SECOND PARTY:**  
2<sup>nd</sup> Gen Properties LLC

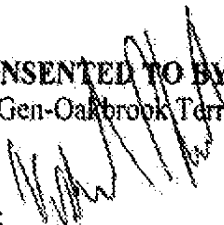
BY:   
Ashesh Sethi, Manager

BY:   
Vipul Patel, Manager

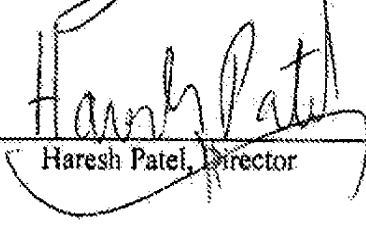
SIGNATURES CONTINUED ON FOLLOWING PAGE:

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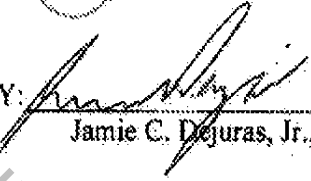
CONSENTED TO BY GUARANTORS:  
2<sup>nd</sup> Gen-Oakbrook Terrace, Inc.

BY:   
Vishal Shah, Director

BY:   
Chetan Jani, Director

BY:   
Haresh Patel, Director

BY:   
Vipul Patel, Director


BY:   
Jamie C. DeJuras, Jr., Director

2<sup>nd</sup> Gen-Park Ridge, Inc.

BY:   
Vishal Shah, Director

BY:   
Chetan Jani, Director


BY:   
Haresh Patel, Director

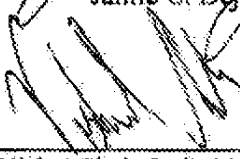
BY:   
Vipul Patel, Director

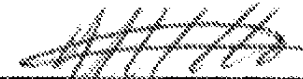
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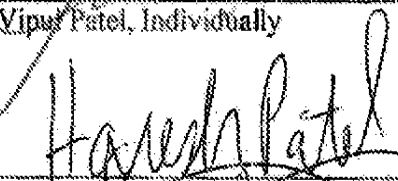
Property of Cook County Clerk's Office

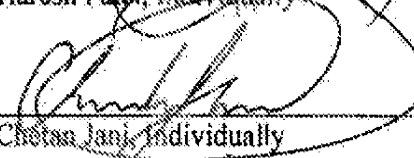
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BY:   
\_\_\_\_\_  
Jamie C. DeJuras, Jr., Director


  
\_\_\_\_\_  
Vishal Shah, Individually


  
\_\_\_\_\_  
Vipul Patel, Individually

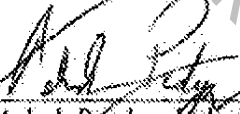
  
\_\_\_\_\_  
Haresh Patel, Individually

  
\_\_\_\_\_  
Chetan Jani, Individually


  
\_\_\_\_\_  
Jamie C. DeJuras, Jr., Individually

  
\_\_\_\_\_  
Akbar Mithani, Individually

  
\_\_\_\_\_  
Vishal Vaghani, Individually

  
\_\_\_\_\_  
Ashok Pandya, Individually

  
\_\_\_\_\_  
Asheesh Sethi, Individually

  
\_\_\_\_\_  
Nilax Patel, Individually

Property of Cook County Clerk's Office

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STATE OF ILLINOIS            )  
  )  
  ) ss  
COUNTY OF DuPage        )

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that PETER J. SPERLING 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 such officer of said Lender and caused the seal of said Lender to be thereunto affixed as        free and voluntary act and as the free and voluntary act and deed of said Lender for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26<sup>th</sup> day of February, 2019

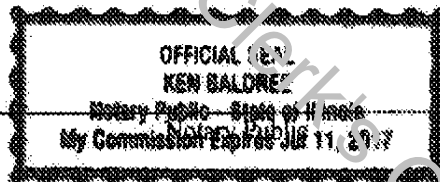


Melissa A. Bramwell  
Notary Public

STATE OF ILLINOIS            )  
  )  
  ) ss  
COUNTY OF Cook            )

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that VISHAL SHAH, 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 25<sup>th</sup> day of February, 2019

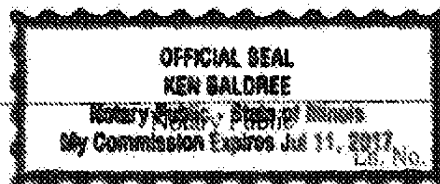


Ken Baldree

STATE OF ILLINOIS            )  
  )  
  ) ss  
COUNTY OF Cook            )

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that VIPUL PATEL, 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 25<sup>th</sup> day of February, 2019



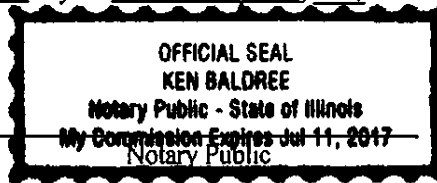
Ken Baldree

# UNOFFICIAL COPY

STATE OF ILLINOIS            ]  
  ] ss  
COUNTY OF COOK            ]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that HARESH PATEL, 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.

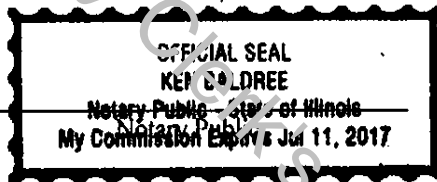
Given under my hand and notarial seal this 25<sup>th</sup> day of February, 2014.



STATE OF ILLINOIS            ]  
  ] ss  
COUNTY OF COOK            ]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that CHETAN JANI, 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.

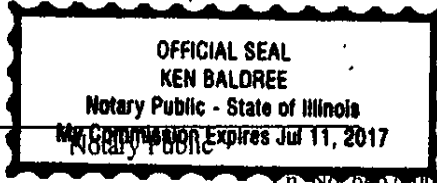
Given under my hand and notarial seal this 25<sup>th</sup> day of February, 2014.



STATE OF ILLINOIS            ]  
  ] ss  
COUNTY OF COOK            ]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that JAMIE C. DEJURAS JR., 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 25<sup>th</sup> day of February, 2014.

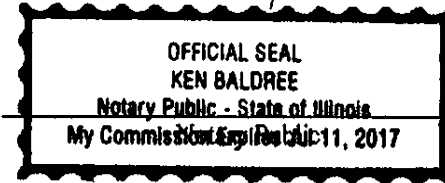


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STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF Cook            )

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that AKBAR MITHANI, 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 25<sup>th</sup> day of February, 2014.

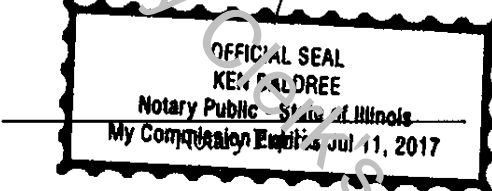


*[Handwritten Signature]*

STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF Cook            )

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that VISHAL VAGHANI, 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 25<sup>th</sup> day of February, 2014.

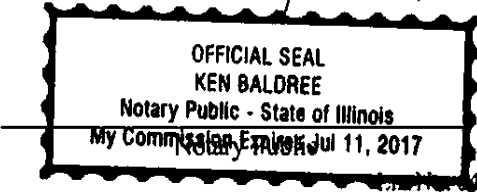


*[Handwritten Signature]*

STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF Cook            )

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that ASHOK PANDYA, 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 25<sup>th</sup> day of February, 2014.



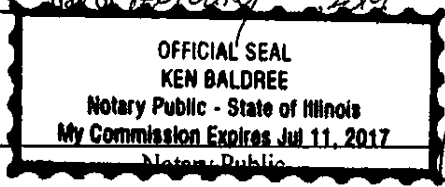
*[Handwritten Signature]*

# UNOFFICIAL COPY

STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF Cook            )

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that ASHEESH SETH, 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 25<sup>th</sup> day of February, 2014



STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF Cook            )

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that NILAX PATEL, 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 25<sup>th</sup> day of February, 2014

