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## THIS DOCUMENT PREPARED BY:

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Chuhak & Tecson, P.C.  
30 S. Wacker Drive, Ste. 2600  
Chicago, Illinois 60606

## AFTER RECORDING RETURN TO:

Ridgestone Bank  
10 N. Martingale Rd., Suite 160  
Schaumburg, IL 60173  
Attention: Bart Drogon

## ILLINOIS REAL ESTATE:

8251 S. Harlem Ave., Bridgeview, IL 60455

PIN: 19-31-111-014-0000



Doc#: 1521045079 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/29/2015 03:22 PM Pg: 1 of 7

Space Above This Line Reserved For Recorder's Use

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("**Modification**"), dated as of July 23, 2015, is made by ECONOMY 8251, LLC, an Illinois limited liability company ("**Mortgagor**"), successor in interest to H & S CERT. AUTO, INC., an Illinois corporation ("**H & S**"), to and for the benefit of RIDGESTONE BANK, its successors and assigns ("**Mortgagee**").

## RECITALS

A. H & S and Mortgagee have entered into a Real Estate Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated August 30, 2012, and recorded with the Cook County, Illinois Recorder of Deeds on September 11, 2012, as Document Number 1225533075 ("**Mortgage**"), affecting real property located in Cook County, Illinois, as legally described on Exhibit A, attached hereto and made a part hereof.

B. The Mortgage currently secures a credit facility ("**Loan**") provided by Mortgagee to Mortgagor and H & S on or about August 30, 2012, in the original principal amount of \$838,000.00.

C. Mortgagor and H & S are affiliated companies. H & S desires to restructure its business operations and as a part of the process thereof has transferred its interest in the Property to Mortgagor. Mortgagee is willing to allow for such conveyance and otherwise agree to modify the Loan pursuant to an Assumption, Loan Modification and Deed in Lieu of Foreclosure

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Agreement by and between Mortgagor, H & S and Mortgagee dated as of even date herewith (“**Modification Agreement**”), provided that the Mortgage is modified in accordance with the terms of such Modification Agreement as hereinafter set forth. Any capitalized term not defined in herein shall have the definition ascribed to it in the Loan Documents, as defined and may be modified by the Modification Agreement.

## MODIFICATIONS AND AGREEMENTS

1. Modification. Mortgagee and Mortgagor hereby modify the Mortgage as follows:
  - a. The definition of “**Mortgagor**” set forth therein is amended to mean “Economy 8251, LLC, an Illinois limited liability company, as successor in interest to H & S Cert. Auto, Inc., an Illinois corporation”.
  - b. The definition of “**Note**” set forth therein is amended to mean that certain U.S. Small Business Administration Note dated August 30, 2012, in the original principal amount of \$838,000.00, executed and delivered by H & S Cert. Auto, Inc., an Illinois corporation, to the order of Mortgagee, as assumed by Economy 8251, LLC, an Illinois limited liability company, on a joint and several basis with H & S Cert. Auto, Inc., an Illinois corporation, pursuant to the Assumption Agreement, and all other subsequent amendments, supplements, modifications, renewals, extensions, restatements, substitutions and replacements thereof.
2. Continuing Validity. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with its respective terms, as a first priority lien. Consent by Mortgagee to this Modification does not waive Mortgagee’s right to require strict performance of the Mortgage as changed above nor obligate Mortgagee to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Note or other credit agreement secured by the Mortgage. It is the intention of Mortgagee to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note including accommodation parties, unless a party is expressly released by Mortgagee in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Mortgagee that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.
3. Validity of Mortgage. The Mortgage represents the unconditional, absolute, valid and enforceable obligation of and against Mortgagor in favor of Mortgagee. Mortgagor has no claims, counterclaims or set-offs with respect to the Loan or the Loan Documents as modified herein or in the Loan Agreement, as amended by the Modification Agreement. Mortgagor understands and acknowledges that the Mortgagee entered into the Loan Agreement, as amended by the Modification Agreement, in reliance upon, and in partial consideration for, this acknowledgment and representation, and agrees that such reliance

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is reasonable and appropriate. The undersigned Mortgagor hereby confirms and reaffirms all of the representations and warranties in the Mortgage as of the date hereof as being true, accurate and complete.

4. Time. Time is of the essence of this Modification and each term hereof.
5. General Provisions. Any waiver contained in this Modification is singular in nature and should not be construed to represent a waiver of any other term of this Modification, nor should any such waiver be considered continuing in nature.
6. Governing Law. This Modification and all other Loan Documents and the rights and obligations of the parties hereto shall be governed by the laws of the State of Illinois without regard to principles concerning choice of law. In any action arising out of or connected with the Mortgage or this Modification, the Mortgagor hereby expressly consents to the personal jurisdiction of any state or federal court located in the State of Illinois and also consents to service of process by any means authorized by federal or governing state law.
7. Counterparts. This Modification may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same instrument. This Modification shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.
8. Authority. The signatories hereto state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

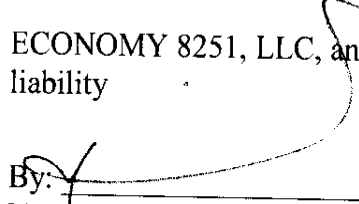
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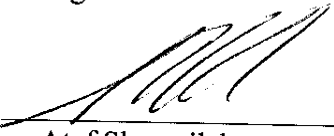
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IN WITNESS WHEREOF, the parties have executed this Modification as of the date first above written.

**MORTGAGOR:**

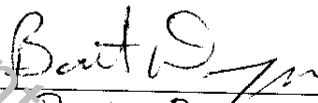
ECONOMY 8251, LLC, an Illinois limited liability

By:   
Name: Mohammed Hussein  
Its: Manager

By:   
Name: Atef Shamaileh  
Its: Manager

**MORTGAGEE:**

RIDGESTONE BANK

By:   
Name: Bart Dragan  
Its: Loan Workout Officer

Property of Cook County Clerk's Office

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State of Illinois )  
 ) ss.  
County of Cook )

I, Elizabeth Falah a Notary Public in and for said County, in the state aforesaid, do hereby certify that Mohammed Hussein, personally known to me to be a Manager of Economy Motors LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act for said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of July, 2015.

*Elizabeth Falah*  
NOTARY PUBLIC



State of Illinois )  
 ) ss.  
County of Cook )

I, Elizabeth Falah a Notary Public in and for said County, in the state aforesaid, do hereby certify that Atef Shamaileh, personally known to me to be a Manager of Economy 8251, LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act for said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of July 2015.

*Elizabeth Falah*  
NOTARY PUBLIC





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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 148 (EXCEPT THE EAST 300 FEET AND THE WEST 17 FEET THEREOF) IN FREDERICK H. BARTLETT'S 1ST ADDITION TO FREDERICK H. BARTLETTS 79TH STREET ACRES, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31 AND WEST 1/2 OF SOUTHWEST 1/4 OF SAID SECTION 31 ALL IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO EAST 1/2 OF SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.