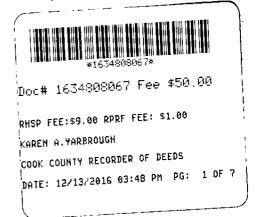
## **UNOFFICIAL C**



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

#### MODIFICATION AND EXTENSION AGREEMENT

THIS AGREE'MENT made as of this 1st day of November, 2016 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and Todd Klein, the Borrower under the Note and Owner of the Collateral, and 159th & Halsted Currency Exchange, Inc., Chicago Financiai Enterprises, Inc., New Calumet City-Sibley Blvd. Currency Exchange, Inc., 157th & Dixie Highway Currency Exchange, Inc., 147th & Dixie Highway Currency Exchange, Inc., 147th & I (al) ted Currency Exchange, Inc., New South Chicago Heights Currency Exchange, Inc., 183rd & Pulaski Currency Exchange, Inc., 103rd & Western Currency Exchange, Inc., 167th & Halsted Currency Exchange, Inc., Sibley Blvd. At the Calumet Expressway Currency Exchange, Inc., and Oak Park & Belmont Currency Exchange, Inc., hereinafter called Second Party WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$550,000.00 dated November 10, 2015, secured either in whole or in part ov a security interest in and to all of the assets of Second Party as evidenced by the financing statement filed by the Secretary of State on November 17, 2015 as Document No. 20862300.

FURTHER secured either in whole or in part by a Mortgage and Passignment of Rents recorded as Document Numbers 1532846036 and 1532846037, respective y, covering the real estate described as:

LOT 15 IN BLOCK 2 IN MARKHAM EAST SUBDIVISION, DEING A RESUBDIVISION OF PART OF TRANSPORTATION PARK, SUBDIVISION IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 18 TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERE OF RECORDED MARCH 29, 1962 AS DOCUMENT 18435598, IN COOK COUNTY, ILLINOIS.

Commonly known as: 15652 South Dixie Highway, Markham, IL 60428

Parcel No.:

29-18-310-015-0000

WHEREAS, the parties hereto wish to modify the terms of said Note, Mortgage and Security Agreement by extending the maturity, removing the revolving feature of the Note and Mortgage, modifying the rate of interest under the Note and as otherwise 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:

- As of the date hereof, the amount of the principal indebtedness is FOUR HUNDRED FORTY THOUSAND ONE HUNDRED EIGTHY SIX AND 44/100 Dollars (\$440,186.44).
- 2. The revolving credit feature of the Note and Mortgage is hereby removed. No further advances will be permitted.
- 3. The maturity date of the Note, Mortgage and Security Agreement hereinbefore described is hereby extended from November 5, 2016 to November 5, 2022.
- 4. The nominal Interest Rate of such Note will be modified from the existing Prime Rate floating with a floor of 3.25% to the Prime Rate floating plus 1.00% with a floor of 4.50% effective November 5, 2016. The interest rate for the remaining five years will be determined based on the resulting balance at the end of year one. As outlined in the schedule below:

Current Balance	Reduction	Resulting Balance	Interest Rate
\$440,186.44	\$100,060.00	\$340,186.44	Prime Rate plus 4.00%
			with a floor of 4.50%
	\$100,001.05 to \$200,000.00	\$340,185.44 to \$240,185.44	Prime Rate plus 3.00%
	0/	· ·	with a floor of 4.50%
•	\$200,001.00 to 300,000.00	\$240,185.44 to \$140,185.44	Prime Rate plus 2.00%
·	` ( )		with a floor of 4.50%
** .	\$300,001.00 to \$440,186.44	\$140,185.44 to \$0.00	Prime Rate plus 1.00%
		l.	with a floor of 4,50%

The schedule above is dependent upon no noticeable improvement to the financial condition of the chain. In the event there is an improvement and all covenants are in compliance, the pricing will remain as-is at the Prime Fate plus 1.00% with a floor of 4.50% regardless of the balance at the end of year one.

"Prime Rate" means the rate of interest declared from time to time by the Lender to be its prime rate, which is not necessarily the lowest rate offered from time to time by the Lender to any of its customers, and said rate shall fluctuate from time to time when and as Lender announces a change in its Prime Rate without notice to anyone

- 5. The new monthly payment will be in monthly installments of interest beginning or December 5, 2016 and continuing on the 5<sup>th</sup> day of each and every month thereafter, then in monthly installments of principal in the amount of Seven Thousand Three Hundred Thirty Six and 44/100 Dollars (\$7,336.44) plus interest beginning December 5, 2017 and continuing on the 5<sup>th</sup> day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on November 5, 2022.
- 6. It is an essential funding requirement that the Bank receive a copy of a corrective action plan upon execution of this agreement.
- 7. It is an essential funding requirement that Key man life insurance be purchased on the life of Todd Klein in the amount of \$600,000.00 naming the Bank as beneficiary, said policy to be delivered to the Bank in a timely manner not to exceed 60 days. Failure to tender this policy to the Bank shall be deemed an event of default.

8. The agreement is subject to Second Party paying Lender a flood determination fee of \$25.00, a loan documentation fee of \$250.00, search fees of \$219.00 and interest due as of maturity in the amount of \$1,112.70. Total fees due with modification will be \$1,606.70.

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 and as is the lien of the Mortgage..

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 and 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 security agreement, 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 in Juding 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:	
BANK:	

REPUBLIC BANK OF CHICAGO, an

Illinois banking corp.

3Y: *740*4 /\*

Nick Tritschler, Asst. Vice President

**SECOND PARTY:** 

159<sup>TH</sup> & Halsted Currency Exchange, Inc.

Todd Klein, Individually

Todd Klein, President

Chicago Financial Enterprises, Inc.

Harry Klein, President

Signatures continued on next page

New Calumet City-Sibley Blvd. Currency Exchange, Inc.	
By:	٦-
Harry Klein, President  157 <sup>th</sup> & Dixie Highway Currency Exchange, In	nc.

147th & Dixie Highway Currency Exchange, Inc.

147th & Halsted Currency Exchange, Inc.

Stopport Ox Coop Todd Klein, President

> New South Chicago Heights Currency Exchang:, Inc.

Todd Klein, Pres dent

183<sup>rd</sup> & Pulaski Currency Exchange, Inc.

Todd Klein, President

103<sup>rd</sup> & Western Currency Exchange, Inc.

Todd Klein, President

 $167^{th}$  & Halsted Currency Exchange, Inc.

Todd Klein, Secretary

Property of County Clark's Office Sibley Blvd. At The Calumet Expressway

STATE OF ILLINOIS ]  \[ \lambda \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
COUNTY OF DUPAGE ]
I,THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY thatNICK_TRITSCHLER 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 thathe 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.
HIVEN under my hand and notarial seal this day of
KIMBER'LY M SMUTNY NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION FARIRES:01/03/19 Notary Public
STATE OF ILLINOIS ]
l ss
COUNTY OF WILLOW
I,THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY (he)TODD KLEIN, 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 thathe signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purpose i the ein set forth.
Given under my hand and notarial seal this 2 day of November, 2016
CHRISTINE GRZEBIELUCHA OFFICIAL SEAL Notary Public State of Illinois My Commission Expires Jenuery 24, 2018  STATE OF ILLINOIS  SS  COUNTY OF  COUNTY OF  SFERRE GRZEBIELUCHA  Autum Jenuelucha Notary Public  STATE OF ILLINOIS  SS  COUNTY OF
I,
Given under my hand and notarial seal this day of November, 2016
Misstin De Quelicha Notary Public
CHINGTING GRZEBIELUCHA OFFICIAL SEAL Notary Public - State of Minols My Commission Expires  40 (16 say 24, 2018

STATE OF ILLINOIS  COUNTY OF
I,THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY thatHARRY KLEIN, 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 thathe 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 day of
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OFFICIAL SEAL OF
Ox
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9
Of Coop County Clark's Office