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1833222053

Prepared by:
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Attorney at Law
7201 N Classen Blvd Ste 105
Oklahoma City, OK 73116

Doc# 1833222053 Fee \$44.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/28/2018 03:29 PM PG: 1 OF 4

When recorded mail to: RMAC Lending, LLC, 7201 N Classen Blvd., Suite 105, Oklahoma City, OK, 73116

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of the 15 day of **October, 2018**, between RMAC Lending, LLC, whose address is 7201 N Classen Blvd., Suite 105, Oklahoma City, OK 73116 ("Lender") and New Life Real Estate Investors LLC, whose address is 4543 N Mason Ave, Chicago IL 60630 (the "Borrower" or "you"). The Agreement is as follows:

RECITALS

A. On or about March 16, 2018, RMAC Lending, LLC loaned Borrower the sum of \$83,000.00 (the "Loan"), which Loan was evidenced by a note dated March 16, 2018 payable to the order of RMAC Lending, LLC (the "Original Note").

B. The Original Note is secured by a Mortgage to secure debt dated March 16, 2018 and recorded among the official records of Cook County, Illinois as Document # 18087012 on March 28, 2018 (the "Original Mortgage"). The real property is commonly known as: 1409 N Ridgeway Ave, Chicago, Illinois 60651 and described in the Original Mortgage as follows:

LOT 28 IN BLOCK 7 IN BEEBE'S SUBDIVISION OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION TWO (2), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE NORTH EAST CORNER THEREOF) IN COOK COUNTY, ILLINOIS.

PIN # 16-02-113-020-0000

C. The Original Mortgage grants Lender a security interest in the Property owned by you and described in the Original Mortgage and allows Lender to enforce remedies, including foreclosure of the Property, upon occurrence of a default, including your failure to make payments as agreed under the Original Note.

D. Lender is now the owner of the Original Note and Original Mortgage (the "Loan Documents") and you agree that the Loan Documents are the only agreements and documents now in effect with respect to the Loan. Any other understandings, agreements or arrangements, which may have existed pertaining to the Loan, are now terminated.

E. You have requested that Lender modify the terms of your obligations under the Loan Documents pursuant to the terms and conditions set forth in this Agreement.

F. Pursuant to your request to modify your obligations under the Loan Documents, and in consideration of the promises, conditions, and terms set forth below, Lender has agreed to adjust conditionally the repayment terms of the Original Note.

S 5
P 4
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SC 7
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INT 9716
D 11-28-18



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AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which you agree to be true and correct and a part of this Agreement, and additional consideration being paid under this Agreement, you and Lender agree as follows:

1. **Validity of the Loan Documents**: Except as expressly modified by this Agreement, the terms and conditions of the Loan Documents remain in full force and effect and the Original Mortgage shall continue to secure the Original Note and this Agreement.
2. **The Effective Date**: This agreement will be effective on October 17, 2018.
3. **Modification of Your Obligations**: Your obligations under the Loan Documents are modified as follows:
 - a. **Term**: The term of the Loan is extended to March 29, 2019, (the "New Maturity Date").
4. **Additional Consideration**: Borrower agrees to pay to Lender, as additional consideration for this Agreement:
 - a. \$50.00 (Filing Fee)
5. **Final Agreement**: This Agreement may not be supplemented, changed, waived, discharged, eliminated, modified or omitted except by written document executed by both you and Lender. This agreement constitutes the entire agreement between you and Lender, supercedes all previous negotiations and discussions between you, Lender and/or Lender's predecessors in interest, and neither parole evidence nor any prior or other agreement shall be permitted to contradict or vary its terms. There are no promises, terms, conditions, or obligations other than those contained in this Agreement.
6. **No Waiver**: By executing this Agreement, Lender is not waiving and shall not be deemed to have waived any of your defaults under the Loan Documents or any of Lender's rights or remedies against you. Moreover, any waiver by Lender of any breach or any provision of this Agreement or the Loan Documents or any related agreement or its failure to exercise any right or remedy under this Agreement, the Loan Documents or any related agreement shall not be deemed a continuing waiver or a waiver of any other or subsequent breach, whether of the same or any other provision, and shall not in any way impair any of Lender's rights or remedies.
7. **No Novation**: You expressly agree that this Agreement is not a new loan from Lender but simply the modification of your existing obligations under the Loan Documents. Neither you nor Lender have any intention to extinguish or discharge the indebtedness or the liens evidenced by the Loan Documents.
8. **Choice of Law and Severability**: This Agreement shall be governed by and construed under the laws of the State of Oklahoma. If any portion, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with such law, the validity of the remaining portions, terms or provision of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not conflict with such law and/or did not contain the portion, term or provision held to be invalid.
9. **Successors**: This Agreement shall bind the parties' respective successors, assigns, heirs and personal representatives. This Agreement shall not be understood to limit in any way the right of Lender to sell, or otherwise convey, any interest in the subject obligation to another, provided that such subsequent party in interest is also bound as Lender to the terms of this Agreement.
10. **References**: All references to the singular shall include the plural and all references to one gender herein shall include both genders.

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11. **Executed in Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

12. **Payment Instructions:** All payments, unless you are notified by Lender in writing of a different address, shall be made to Lender at the following address:

RMAC Lending, LLC
7201 N Classen Blvd., Suite 105
Oklahoma City, OK 73116

13. **Notices:** All notices should be sent to:

If to Lender: RMAC Lending, LLC
7201 N Classen Blvd., Suite 105
Oklahoma City, OK 73116

If to Borrower: New Life Real Estate Investors LLC
4543 N Mason Ave
Chicago, IL 60630

14. **Time of the Essence:** Time, and Lender's unimpaired security interest in the Property, shall be of the essence as to your obligations under this Agreement.

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WITNESS the following signatures and seals as of the day first written above.

LENDER

RMAC Lending, LLC

By: [Signature]
Name: Richard S. McLain, Managing Member

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On the 15 day of October, 2018, before me, a Notary Public in and for said County and State, personally appeared Richard S. McLain, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name(s) is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public

BORROWER

New Life Real Estate Investors LLC

[Signature]
By: Jesus M Caldero, as Manager

BORROWER

New Life Real Estate Investors LLC

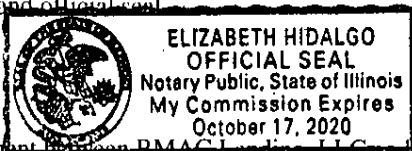
[Signature]
By: Edith J Caldero, as Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 15 day of October, 2018, before me, a Notary Public in and for said County and State, personally appeared Jesus M Caldero and Edith J Caldero, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity.

WITNESS my hand and official seal.

NOTARY SEAL



[Signature]
Notary Public