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Doc# 1920546367 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
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**This Document was Prepared by and
Recording, Return to:**

Amy L. Baker, Esq.
Stites & Harbison, PLLC
303 Peachtree Street, NE, Suite 2800
Atlanta, Georgia 30308

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Cross Reference to:
Document No. 1820519340
Cook County Recorder of Deeds

PIN 27-12-105-004-0000
Address: 14330 S. Claridge Ct., Orland Park, Illinois 60462

MODIFICATION TO ASSIGNMENT OF RENTS AND LEASES

THIS MODIFICATION TO ASSIGNMENT OF RENTS AND LEASES ("Modification") is made effective and entered into this 19th day of September, 2018, by and among MOHAMMED MAHMOUD ("Assignor"), and FIRST CHATHAM BANK, a Georgia banking corporation having an address of 111 Barnard Street, Savannah, Georgia 31401, as grantee ("Assignee").

WITNESSETH:

WHEREAS, Assignor made and executed for the benefit of Assignee that certain Assignment of Rents and Leases, executed as of July 23, 2018 and recorded as Document No. 1820519340 in the Office of the Cook County Recorder of Deeds ("Assignment"), which Assignment was given to secure the obligations of IN-N-OUT \$3 CAR WASH, LLC and BIRDIE'S \$3 CAR WASH, LLC (collectively, the "Borrower") to Assignee under that certain U.S. Small Business Administration Note dated April 4, 2018 in the original principal sum of \$2,650,000.00 ("Note");

WHEREAS, Borrower and Assignee are this day modifying the Note to increase the principal sum to \$2,807,100.00;

WHEREAS, Assignor and Assignee wish to modify the Assignment to reflect the modification of the Note;

WHEREAS, Assignor and Assignee wish to herein enter into this Modification for such purpose;

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NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. The Assignment is hereby modified to reflect that the terms "Promissory Note", "Note" or similar terms reflecting the indebtedness secured by the Assignment shall mean the U.S. Small Business Administration Note executed by Borrower in favor of Assignee dated April 4, 2018 in the original principal sum of \$2,650,000.00, as modified by that certain Modification U.S. Small Business Administration Note between Borrower and Assignee of even date herewith to increase the principal sum to \$2,807,100.00, and any and all subsequent renewals, modifications, amendments, replacements and consolidations thereof.
2. The Assignment is hereby modified and amended to reflect that the principal sum of the Note referenced therein shall be TWO MILLION EIGHT HUNDRED SEVEN THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$2,807,100.00).
3. All other terms and provisions of the Assignment not herein specifically modified and amended shall remain in full force and effect as originally set forth therein, and Assignor hereby ratifies and confirms all such terms and provisions as if such terms and provisions were restated herein in their entirety.
4. This Modification contains the complete understanding of the parties with respect to the subject matter hereof, supersedes all prior negotiations and proposals with respect thereto, and may not be amended except in writing executed by the party to be bound hereunder. The parties hereto waive application of the legal principle that an instrument is to be construed against the party drafting it.
5. Assignor and Assignee herein agree that this Modification shall not constitute a novation of the Assignment nor in any way cause a waiver or release of any of the collateral given as security for the repayment of the Note.
6. Assignor herein represents and warrants, as of this date, that it is not in default under the terms of the Assignment or any of the other loan documents executed as part of the loan transaction evidenced by the Note, nor has Assignor taken any action or failed to take action which, with the passage of time and/or the giving of notice, would constitute such a default. Assignor further represents and asserts that it has no defenses, setoffs, rights of recoupment, counterclaims or claims of any nature whatsoever in respect of the loan transaction that is the subject matter of this Modification, including, but not limited to, claims arising from fraud, misrepresentation, breach of contract, breach of commitment, impairment of collateral or waiver of any terms and provisions of any documents executed or delivered in connection with the Note or the Assignment, and Assignor hereby releases any and all such defenses, claims, etc. as against Assignee.
7. All actions heretofore taken by or on behalf of Assignor in connection with the loan transactions herein set forth and the amendments thereto are hereby ratified and approved by Assignor, and Assignor hereby waives and releases any and all claims and actions it may have against Assignee arising out of such loan transactions.
8. This Modification shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, legal representatives, and permitted assigns, whether voluntary by act of the parties, or involuntary by operation of law, as the case may be.

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IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Modification as of the day and year first above written.

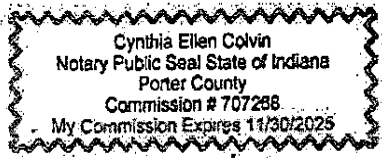
ASSIGNOR:

[Signature] (SEAL)
MOHAMMED MAHMOUD

STATE OF IN)
COUNTY OF Lake) SS

I, *Cynthia Ellen Colvin* a Notary Public in and for said County, in the state aforesaid, do hereby certify that MOHAMMED MAHMOUD, 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 acknowledge that he signed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 17th day of September, 2018.



[Signature]
Notary Public
(SEAL)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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ASSIGNEE:

FIRST CHATHAM BANK

By: *Thomas W. Gash*

Name: WES GASH

Title: SVP

[CORPORATE SEAL]

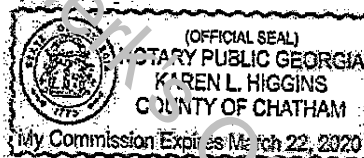
STATE OF GEORGIA)
)
COUNTY OF CHATHAM) SS

I, Karen Higgins a Notary Public in and for said County, in the state aforesaid, do hereby certify that Thomas W. Gash, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24th day of September, 2018.

Karen Higgins
Notary Public

(SEAL)



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EXHIBIT "A" LEGAL DESCRIPTION

LOT 4 IN WOODED PATH ESTATES, BEING A RESUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID NUMBER: 27-12-105-004-000

COMMONLY KNOWN AS: 14330 S. CLARIDGE CT., ORLAND PARK, IL 60462

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