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Doc#. 2012739094 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 05/06/2020 10:21 AM Pg: 1 of 7

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

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 25TH day of March, 2020 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 Financial Enterprises, Inc., New Calumet City-Sibley Blvd. Currency Exchange, Inc., 157th & Dixie Highway Currency Exchange, Inc., 147th & Dixie Highway Currency Exchange, Inc., 147th & Halsted 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 by 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 in part by an Assignment of Key man life insurance in the amount of \$600,000.00 on Todd Henry Klein Policy Number ending in 5440.

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

LOT 15 IN BLOCK 2 IN MARKHAM EAST SUBDIVISION, BEING A RESUBDIVISION OF PART OF TRANSPORTATION PARK, BEING A 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

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WHEREAS, the parties hereto wish to modify the terms of said Note, Mortgage and Security Agreement by extending the maturity, modifying the rate of interest under the Note, re-amortizing the payments 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:

1. As of February 5, 2020, the amount of the principal indebtedness was NINETY-ONE THOUSAND ONE HUNDRED FOURTEEN AND 12/100 DOLLARS (\$91,114.12)
2. The principal indebtedness under the Note will be increased to NINETY-EIGHT THOUSAND AND 00/100 DOLLARS (\$98,000.00). An increase of SIX THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND 88/100 DOLLARS (\$6885.88).
3. The maturity date of the Note, Mortgage and Security Agreement hereinbefore described is hereby extended from November 5, 2022 to February 5, 2025.
4. The nominal Interest Rate of such Note will be modified from the existing Prime Rate floating plus 1.00% with a floor of 4.50% to the new rate of the Prime Rate floating plus .50% effective February 5, 2020.

“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 payments of principal in the amount of \$1,633.33 plus interest beginning on March 5, 2020 and continuing on the 5th day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on February 5, 2025.
6. The agreement is subject to Second Party paying Lender fees as outlined in the disbursement statement presented to Borrower.

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 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 security agreement, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

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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 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.

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

BY: _____
Patricia Donley, Asst. Vice President

SECOND PARTY:

Todd Klein, Individually

159th & Halsted Currency Exchange, Inc.

By: _____
Todd Klein, President

Chicago Financial Enterprises, Inc.

By: _____
Todd Klein, President

New Calumet City Sibley Blvd. Currency
Exchange, Inc.

By: _____
Harry Klein, President

157th & Dixie Highway Currency Exchange, Inc.

By: _____
Todd Klein, President

147th & Dixie Highway Currency Exchange, Inc.

By: _____
Todd Klein, President

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Illinois banking corp.

BY: Patricia Donley
Patricia Donley, Asst. Vice President

SECOND PARTY:

Todd Klein
Todd Klein, Individually

159th & Halsted Currency Exchange, Inc.

By: Todd Klein
Todd Klein, President

Chicago Financial Enterprises, Inc.

By: Todd Klein
Todd Klein, President

New Calumet City-Sibley Blvd. Currency
Exchange, Inc.

By: Harry Klein
Harry Klein, President

157th & Dixie Highway Currency Exchange, Inc.

By: Todd Klein
Todd Klein, President

147th & Dixie Highway Currency Exchange, Inc.

By: Todd Klein
Todd Klein, President

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147th & Halsted Currency Exchange, Inc.

By: 
Todd Klein, President

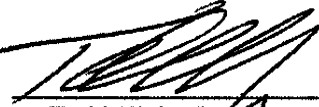
New South Chicago Heights Currency Exchange, Inc.

By: 
Todd Klein, President

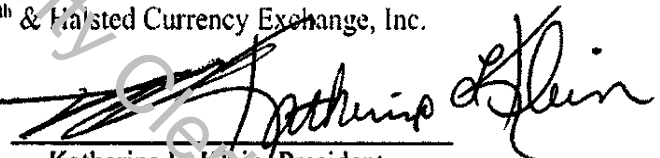
183rd & Pulaski Currency Exchange, Inc.

By: 
Todd Klein, President

103rd & Western Currency Exchange, Inc.

By: 
Todd Klein, President

167th & Halsted Currency Exchange, Inc.

By: 
Katherine L. Klein, President

By: 
Todd Klein, Secretary

Sibley Blvd. At The Calumet Expressway
Currency Exchange, Inc.

By: 
Harry Klein, President

Oak Park & Belmont Currency Exchange, Inc.

By: 
Todd Klein, President

Property of Cook County Clerk's Office

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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 PATRICIA DONLEY 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 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.

Given under my hand and notarial seal this 21st day of April, 2020.

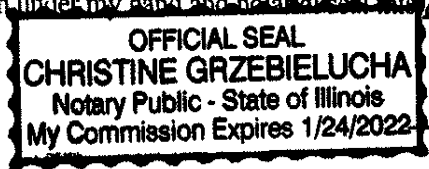
Donna Zalig
Notary Public

STATE OF ILLINOIS]
] ss
COUNTY OF _____]



I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that 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 that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27 day of March, 2020

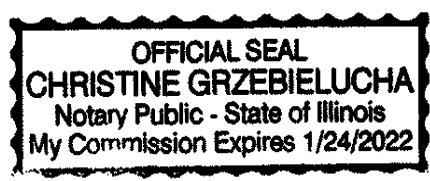


Christine Grzebielucha
Notary Public

STATE OF ILLINOIS]
] ss
COUNTY OF _____]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that KATHERINE L. 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 that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27 day of March, 2020



Christine Grzebielucha
Notary Public

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STATE OF ILLINOIS]
] ss
COUNTY OF _____]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that HARRY 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 that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27 day of March 2020

Christine Grzebielucha
Notary Public



City of Cook County Clerk's Office