

# UNOFFICIAL COPY

Doc#: 2128018396 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/07/2021 02:07 PM Pg: 1 of 6

Prepared by and Mail to:  
Commercial Loan Dept.  
Republic Bank of Chicago  
2221 Camden Court, Floor 1  
Oak Brook, IL 60523

## MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 11<sup>th</sup> day of August, 2021 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Lender, Any Investments LLC, the Borrower under the Note and the owner of the collateral, Nahren Abdulmassih and Abdulmassih Abdulmassih the Guarantors under the Note all of which are hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of that certain Note in the amount of \$1,700,000.00 dated July 19, 2016 secured either in whole or in part by a Construction Mortgage and Assignment Of Rents recorded as Document Nos. 1622410120 and 1622410121, respectively, covering the real estate described below:

LOT 34 IN WYATT AND COONS LANDWEHR ESTATE UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 17 AND PART OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 20, 1960 AS DOCUMENT 16675102, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 2395 White Oak Dr., Northbrook, IL 60062.  
PIN: 04-20-100-020-0000

And

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LOT 4 IN BLOCK 18 IN WITTBOLD'S INDIAN BOUNDARY PARK NO. 7, BEING A SUBDIVISION OF PART OF THE EASTERLY ½ OF VICTORIA POTHIER'S RESERVATION IN SECTION 32, TOWNSHIP 41 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Know As: 6117 West Touhy Avenue, Chicago, IL 60646  
PIN: 10-32-105-005-0000

Further secured either in whole or in part by an Assignment of Deposit Account for Republic Bank of Chicago, Account Number xxx xxx 1423.

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by extending the maturity date, 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 the date hereof the amount of the principal indebtedness is ONE MILLION EIGHT HUNDRED SIXTY TWO THOUSAND EIGHT HUNDRED SIXTY FOUR AND 57/100 DOLLARS (\$1,862,864.57). It is expressly understood that no additional funds shall be advanced under this loan.
2. The maturity date of the Note and Construction Mortgage hereinbefore described is hereby extended from July 15, 2021 to January 18, 2022.
3. The rate of interest charged under the Note will remain the same at the existing Interest Rate of Prime plus 1% floating.

"Prime Rate" means the rate of interest published from time to time by the Wall Street Journal as prime rate, which is not necessarily the lowest rate offered from time to time by the Bank to any of its customers, and said rate shall fluctuate from time to time when and as the Wall Street Journal publishes a change in the prime rate without notice to anyone.

4. The monthly payment will continue in installments of interest only beginning on August 18, 2021 and continuing on the 18th day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due on January 18, 2022.
5. This agreement is subject to Second Party paying an extension fee of \$3,150.00, a documentation fee of \$475.00, and flood fees for \$75.00. Total due with modification is \$3,700.00.

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Second Party 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 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 all mortgages, 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 Lender 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 Lender 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 Lender 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.

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

BY: \_\_\_\_\_  
Don Berg, Senior Vice President

**SECOND PARTYS:**  
Ana Investments LLC

By: \_\_\_\_\_  
Abdulmassih Abdulmassih, Manager

\_\_\_\_\_  
Nahreim Abdulmassih, Manager

CONT.

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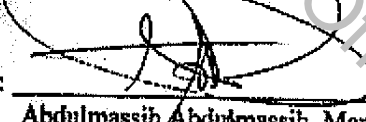

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**LENDER:**  
REPUBLIC BANK OF CHICAGO, an  
Illinois banking corp.

BY:   
Don Berg, Senior Vice President

**SECOND PARTYS:**  
Ana Investments LLC

By:   
Abdulmassih Abdulmassih, Manager  
  
Nahrein Abdulmassih, Manager

CONT.



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STATE OF ILLINOIS ]  
COUNTY OF COOK ] ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that ABDULMASSIH ABDULMASSIH, 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 \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3<sup>rd</sup> day of Sept., 2021



Donna Zalig  
Notary Public

STATE OF ILLINOIS ]  
COUNTY OF COOK ] ss

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that NAHREIN ABDULMASSIH, 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 \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3<sup>rd</sup> day of Sept., 2021



Donna Zalig  
Notary Public