

Illinois Anti-Predatory  
Lending Database  
Program

Doc#. 1711447039 Fee: \$66.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/24/2017 11:30 AM Pg: 1 of 10

Certificate of Exemption

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as: **PIN:** 18-17-200-026-0000

**Address:**

**Street:** 901 West 55th Street

**Street line 2:**

**City:** Countryside

**State:** IL

**ZIP Code:** 60525

**Lender:** World Fuel Services, Inc. d/b/a Texor Petroleum

**Borrower:** Countryside Gas Station, Inc.

**Loan / Mortgage Amount:** \$518,990.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** 0E1B36B1-E4E6-4DDE-8881-0A69AD1E622E

**Execution date:** 4/21/2017

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## AMENDED AND RESTATED SECOND REAL ESTATE MORTGAGE

THIS AMENDED AND RESTATED SECOND REAL ESTATE MORTGAGE (referred to herein as the "**Amended Second Mortgage**") is made this 20th day of April, 2017, by and among COUNTRYSIDE GAS STATION, INC., an Illinois corporation, whose addresses for notice purposes is 901 W. 55<sup>th</sup> Street, Countryside, Illinois 60525 ("**Borrower**" or "**Mortgagor**" or "**Countryside Gas**") and WORLD FUEL SERVICES, INC., a Texas corporation, d/b/a TEXOR PETROLEUM at Attn: Credit Department, Attn: General Counsel, 9800 N.W. 41st Street, Miami, FL 33178 (the "**Lender**" or "**Mortgagee**"). The foregoing designations shall also include the heirs, executors, administrators, assigns and successors in interest, immediate or remote, of the several parties.

### RECITALS:

WHEREAS, Mortgagor and Mortgagee are parties to that certain Second Real Estate Mortgage dated December 10, 2014, and recorded in the official records of Cook County, Illinois, on March 23, 2015, as Instrument No. **1508229010** (the "**Second Mortgage**"), which Second Mortgage encumbers certain real property located in Cook County, Illinois,

WHEREAS, Countryside Gas, COUNTRYSIDE CITGO, INC. ("**Countryside Citgo**"), Englewood Citgo, Inc., an Illinois corporation ("**Englewood Citgo**"), and Westmont Citgo, Inc., an Illinois corporation ("**Westmont Citgo**") are each affiliates of Waleed Kisswani ("**Kisswani**") (Countryside Gas, Englewood Citgo, and Westmont Citgo are collectively referred to herein as the "**Companies**");

WHEREAS, the Companies and such other entities affiliated with Kisswani that may be extended a line of credit by Grantee are hereinafter referred to as "**Principal Obligors**";

WHEREAS, the Second Mortgage was given to secure the following loan documents (the "**Countryside Loan Documents**"):

1. Promissory Note dated August 7, 2017, made by and between Mortgagor and Kisswani, as Borrowers, and Mortgagee, as Lender, in the original principal amount of \$75,000.00, as amended by that certain Amended and Restated Promissory Note dated November 1, 2014 ("**Countryside Note**"), which note has an outstanding principal balance of \$39,770.00;
2. Retail Dealer Petroleum Purchase Agreement dated March 22, 2010, between Mortgagee, COUNTRYSIDE CITGO, INC. ("**Countryside Citgo**") and Kisswani, subsequently assigned from Countryside Citgo to Countryside Gas by that certain Assignment of Interests in Contract dated February 1, 2013, and further amended by that certain First Amendment to Retail Dealer and Petroleum Purchase Agreement dated December 9, 2014 (collectively, "**Countryside Supply Agreement**"), which agreement has an outstanding unamortized balance for branding and imaging expenses advanced by Lender ("**UNAMS**") of \$18,047.00; and

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3. Rebate Agreement dated March 22, 2010, between Lender, Countryside Citgo and Kisswani, as assigned from Countryside Citgo to Countryside Gas by that certain Assignment of Interests in Contract dated February 1, 2013 ("**Countryside Rebate**");

WHEREAS, Lender and Englewood Citgo are parties to the following loan documents (the "**Englewood Loan Documents**");

1. Supply Agreement. Retail Dealer Petroleum Purchase Agreement dated September 1, 2013, as amended by that certain First Amendment to Retail Dealer and Petroleum Purchase Agreement dated December 9, 2014 ("**Englewood Supply Agreement**"), which agreement has an outstanding UNAMS balance of \$15,818.00.
2. Rebate. Rebate Agreement dated October 1, 2013 ("**Englewood Rebate**").

WHEREAS, Lender and Westmont Citgo are parties to the following loan documents (the "**Westmont Loan Documents**");

1. Promissory Note dated March 2, 2017, in the original principal amount of \$150,000.00 ("**Westmont Note**").
2. Supply Agreement. Retail Dealer Petroleum Purchase Agreement dated October 1, 2013, as amended by that certain First Amendment to Retail Dealer and Petroleum Purchase Agreement dated December 9, 2014 ("**Westmont Supply Agreement**"), which agreement has an outstanding UNAMS balance of \$45,355.00.
3. Rebate. Rebate Agreement dated October 1, 2013 ("**Westmont Rebate**").

WHEREAS, Lender has extended a \$250,000.00 line of credit to the Companies, and Lender may in the future extend a line of credit to other entities affiliated with Kisswani or one or more of the Companies;

WHEREAS, the Countryside Loan Documents, Englewood Loan Documents, and Westmont Loan Documents are cross collateralized pursuant to that certain Collateralization and Cross-Default Agreement dated December 9, 2014, as amended and restated by that certain Amended and Restated Collateralization and Cross-Default Agreement of even date here with;

WHEREAS, Kisswani has personally guaranteed all obligations of Principal Obligors to pay all present and future indebtedness and other liabilities and obligations owed by Principal Obligors to the Grantee, including, without limitation, all obligations of Principal Obligors to the Grantee under any credit application, wholesale supply agreement, promissory notes and all agreements regarding upgrades, imaging, rebates, credits or allowances under marketing programs and/or facility improvements relating to branding and imaging programs (collectively, the "**Obligations**");

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WHEREAS, any instrument given to evidence, govern or secure the payment and performance of any of the Obligations secured hereby, including without limitation this Amended Second Mortgage, the Countryside Loan Documents, the Englewood Loan Documents, and the Westmont Loan Document are collectively referred to herein as the “**Loan Documents**”;

WHEREAS, as further security for the Obligations, Mortgagor has agreed to restate the Second Mortgage to state that it secures all of the Loan Documents;

WHEREAS, the indebtedness evidenced by the Obligations, the undertakings by Mortgagor in this instrument and any and all other sums which may at any time be due, owing or required to be paid as herein or in any of the Loan Documents provided are herein called “**Indebtedness Hereby Secured**”;

AND WHEREAS, this Amended Second Mortgage amends and restates the Second Mortgage.

**NOW, THEREFORE**, Mortgagor, for good and valuable consideration, desiring to restate the Second Mortgage, to Mortgagee, the value and sufficiency of which is hereby acknowledged, hereby MORTGAGES AND WARRANTS, and grants a security interest, to the following property (the “**Mortgaged Property**”):

See **Exhibit A** attached hereto and made a part hereof.

TOGETHER WITH, all rents, issues, profits, royalties, income and other benefits derived from the real estate; all right, title and interest of the Mortgagor in and to all leases or subleases covering such real estate or any portion thereof now or hereafter existing; all easements, rights-of-way, and rights used in connection therewith or as a means of access thereto; all tenements, hereditaments and appurtenances thereof and thereto; any and all buildings and improvements now or hereafter erected on such real estate; all fixtures and attachments of every kind and nature whatsoever now or hereafter owned by Mortgagor and located at or used in connection with the Mortgaged Property, including all extensions, additions, improvements, replacements, accessions and substitutions of any such property; and any and all awards made for the taking by eminent domain, or by any proceedings or purchases in lieu thereof, the whole or any part of the Mortgaged Property;

FOR THE PURPOSE OF SECURING, payment of indebtedness of Mortgagor to Mortgagee as evidenced by the Loan Documents and any and all modifications, extensions, renewals, and replacements thereof of the Indebtedness Hereby Secured, if the instrument evidencing such indebtedness or obligation indicated that it is secured by this Amended Second Mortgage, and payment of all reasonable attorneys’ fees and costs of collection reasonably incurred by the Mortgagee upon default of any of the obligations secured by this Mortgage including, without limitation, all sums expended for abstracting or title insurance, appraisers, surveyors, publication of notice and the like, all without relief from valuation or appraisal laws.

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MORTGAGOR REPRESENTS AND WARRANTS to Mortgagee that Mortgagor is lawfully seized of fee simple title to the Mortgaged Property, that Mortgagor has the requisite power, authority and capacity to mortgage the same, that other than covenants, agreements and other matters of record, the Mortgaged Property is free from all liens and encumbrances, and that the Mortgagor will warrant and defend title to the Mortgaged Property. Furthermore, Mortgagee represents and warrants that the Mortgaged Property is free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois (which rights and benefits are hereby expressly released and waived).

THIS AMENDED SECOND MORTGAGE IS, and shall be, become and remain, a continuing lien and security interest on the Mortgaged Property including all fixtures, buildings and improvements thereon, subordinate to any mortgage rights of the holder of the senior debt (the "**Senior Mortgage**"), until all of the provisions hereof shall have been fully performed, discharged and complied with, at which time Mortgagee shall release this Amended Second Mortgage. Mortgagee agrees to take any reasonable actions requested by holder of a Senior Mortgage to ensure that the Amended Second Mortgage is subordinated to the Senior Mortgage regardless of order of recording, which request might include, but not be limited to releasing and rerecording this Amended Second Mortgage.

## MORTGAGOR HEREBY COVENANTS AND AGREES:

1. To pay when due, or within the applicable grace period, if any, the principal of, and interest on, the indebtedness secured by this Amended Second Mortgage and the Senior Mortgage and to comply with all terms, covenants, conditions and provisions thereof.
2. Maintain this Amended Second Mortgage as a lien upon said Real Estate, junior only to the Senior Mortgage, general real property taxes and special assessments which are not delinquent;
3. To keep the Mortgaged Property in good condition and repair, ordinary wear and tear excepted, and to comply in all material respects with all material laws and restrictions affecting the Mortgaged Property and not to permit any waste thereof.
4. To at all times provide, maintain and keep in force policies of insurance reasonably required by the Mortgagee in an amount equal to the replacement value of the Mortgaged Property. Mortgagee shall be named as an additional insured on such policy and Mortgagor shall provide the relevant endorsement stating such to Mortgagee. Subject to the rights of the holder of the Senior Mortgage, in the event of a loss, all insurance proceeds shall be applied to the restoration of the Mortgaged Property or payment of the indebtedness secured hereby, at Mortgagee's option.
5. To pay, prior to delinquency, all real estate taxes and assessments of any kind affecting the Mortgaged Property; provided, however, Mortgagor shall have the right to contest the amount or validity of any such imposition by appropriate legal proceedings which prevent foreclosure so long as Mortgagor shall furnish sufficient security or other undertaking as may be reasonably satisfactory to Mortgagee.

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6. To pay when due, or within any applicable grace period, all indebtedness secured by a lien upon the Mortgaged Property, or any part thereof, and to pay and properly discharge, at Mortgagor's expense, the liens of any mechanic, laborer, materialman, supplier or vendor; provided Mortgagor shall have the right to contest in good faith the validity or amount of any such lien, encumbrance or charge by appropriate proceedings which prevent foreclosure so long as Mortgagor shall have established adequate reserves against such liability as may be reasonably satisfactory to Mortgagee.

7. To promptly notify the Mortgagee in the event all or any part of the Mortgaged Property shall be taken or damaged by reason of any public improvement or condemnation proceeding, in which event Mortgagee shall, at its option, be entitled to commence, appear in and prosecute in its own name any action or proceedings and to make any compromise or settlement in connection therewith. Mortgagee may apply such proceeds first to the payment of the cost of restoration and then to the indebtedness secured hereby.

8. That, without affecting the liability of any other person liable for the payment of any obligations secured hereby, and without affecting the lien of this Amended Second Mortgage, Mortgagee may, from time to time, and without notice and without the consent of any junior lienholder (i) release any person so liable, (ii) extend the maturity or waive any of the terms of such obligation, (iii) grant other indulgences, (iv) release or reconvey any parcel, portion or all of the Mortgaged Property, (v) take or release any other security for any such obligation, or (vi) make compositions or other arrangements with debtors in relation thereto.

9. That Mortgagee may pay any insurance premium, discharge any tax or assessment, cause any necessary maintenance or repair, pay any indebtedness secured by a lien on the Mortgaged Property, pay any utility or take such other actions and incur such other cost or expense as may be necessary in the reasonable opinion of the Mortgagee to preserve the Mortgaged Property, but without any obligation on the part of the Mortgagee to do so, and any advance so made shall be secured by this Amended Second Mortgage, shall be payable on demand and shall bear interest set forth at the prevailing default rate provided for in the Loan Documents.

10. That Mortgagor will cause any fixtures which are part of the Mortgaged Property to be kept on the Mortgaged Property, except to the extent that the same are consumed or replaced in ordinary usage.

11. All notices, requests, and other communication under or pursuant to this Amended Second Mortgage shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for, (b) sent by certified United States mail, return receipt requested, first class postage pre-paid; or (c) delivered by overnight express receipted delivery service, to the addresses first set forth above, or at such substituted address, or person as any of the parties may from time to time advise the other parties by notice in writing. All such notices, requests or other communications will be effective (a) if delivered by hand, when delivered; (b) if mailed in the manner provided herein, three (3) business days after deposit with the United

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States Postal Service; and (c) if delivered by overnight express delivery service, on the next business day after deposit with such service.

12. That Mortgagor will not sell, transfer, assign, convey or further encumber the Mortgaged Property, or any part thereof or any interest therein.

13. That, upon any Event of Default under the Loan Documents after any applicable grace period, which occurrence shall be deemed to be a default under this Amended Second Mortgage, or the abandonment, sale, transfer, assignment, encumbrance or other disposition of the Mortgaged Property by Mortgagor, Mortgagee, may declare all indebtedness secured hereby to be immediately due and payable without presentment, demand, protest or notice of any kind and may thereafter (i) either in person or by agent, with or without bringing an action or proceeding, enter upon and take possession of the Mortgaged Property, or any part thereof, and, in its own name, do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Property or any part thereof or any interest therein without any such action being deemed to be a cure or waiver of any such default, and (ii) commence any action to foreclose this Amended Second Mortgage, appoint a receiver or specifically enforce any covenants hereof. Any sums collected by Mortgagee, including attorneys' fees and costs of collection, shall be first applied to expenses of Mortgagee and then to the indebtedness secured hereby in such order and manner as Mortgagee may determine.

14. Mortgagor covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, or claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction, or after such sale or sales claim exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshaling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, excepting only decree or judgment creditors of Mortgagor acquiring any interest or title to the Mortgaged Property subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by law. Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power and remedy as though no such law or laws have been made or enacted. Mortgagor waives all rights of reinstatement under 735 ILCS 5/15-1602 to the fullest extent permitted by law.

15. That any application for the appointment of a receiver of the Mortgaged Property may be made either before or after sale, and without regard to the solvency of the Mortgagor or the value of the Mortgaged Property. Such receiver shall have the power to collect the rents, issues and profits, to extend or modify any existing leases and to make new leases and to exercise all other power which may be necessary or are usual for the protection, possession,

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control, management and operation of the Mortgaged Property and to apply the proceeds to the indebtedness secured hereby.

16. That Mortgagee shall be entitled to exercise all rights under this Amended Second Mortgage and the Loan Documents, or any other loan documents notwithstanding the indebtedness secured hereby may be otherwise secured. No remedy herein conferred to Mortgagee is intended to be exclusive of any other remedy, but shall be cumulative, and each of such remedies may be pursued singly, successively or together and as often as Mortgagee may deem expedient.

17. That if the lien of this Amended Second Mortgage is invalid as to any part of the indebtedness secured hereby or as to any part of the Mortgaged Property, the unsecured portion of the indebtedness shall be completely paid prior to the payment of the secured portion of the indebtedness, and in the event any provision of this Amended Second Mortgage is deemed invalid for any reason, such invalidity shall not affect the other provisions of this Mortgage which shall be deemed severable and shall remain in full force and effect.

18. That this Amended Second Mortgage shall be binding upon the Mortgagor, and Mortgagor's successors and assigns, and shall be for the benefit of the Mortgagee, its successors and assigns.

19. That this Amended Second Mortgage shall be construed in accordance with and be governed by the laws of the State of Illinois. **THE PARTIES IRREVOCABLY WAIVER TRIAL BY JURY IN ANY ACTION BROUGHT BY EITHER OF THEM**

20. If this Amended Second Mortgage is not paid when due or if any breach or event of default occurs, Borrower promises to pay all costs of enforcement and collection, including, without limitation, reasonable attorneys' fees, whether or not any action or proceeding is brought to enforce the provisions hereof.

21. That Mortgagor will not permit the existence of any toxic material, hazardous waste, hazardous substances, asbestos, petroleum products or any other substance regulated by a state or federal environmental agency ("Hazardous Materials") on the Mortgaged Property, except in compliance with any necessary properly issued permit or license and otherwise in compliance with applicable law.

IN WITNESS WHEREOF, Mortgagor has caused this Amended Second Mortgage to be executed as of the 30<sup>th</sup> day of April, 2017.

COUNTRYSIDE GAS STATION, INC.,  
an Illinois corporation

By: Waleed M. Tasswan  
Name: \_\_\_\_\_  
Its: Waleed M. Tasswan



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STATE OF Illinois )  
 ) SS:  
COUNTY OF Cook )

Before me, a Notary Public in and for said County and State, personally appeared Waleed Kishwani, the owner of COUNTRYSIDE GAS STATION, INC., an Illinois corporation, who acknowledged execution of the foregoing Second Real Estate Mortgage as such officer acting for and on behalf of such corporation.

Witness my hand and Notarial Seal this 20<sup>th</sup> day of April, 2017.

My commission expires: 7/17/17

Donna Romo  
Notary Public



After recording return to:

World Fuel Services, Inc.  
Attn: General Counsel  
9800 N.W. 41st Street  
Miami, FL 33178

Property of Cook County Clerk's Office

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## Exhibit A

LOT 1 OF ALLEN AND COTTLE SUBDIVISION OF A PARCEL OF LAND IN THE NORTHEAST CORNER OF THE EAST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, CONTAINING 4 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 17 AND RUNNING SOUTH 42 RODS (693.0 FEET) TO THE CENTER OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY IN THE CENTER OF SAID ROAD 16 RODS (264.0 FEET); THENCE 49 RODS (808.50 FEET) NORTH TO THE NORTH LINE OF SAID SECTION THENCE EAST  $13 \frac{1}{2}$  RODS (222.75 FEET) TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE NORTH 50.0 FEET AND EXCEPTING THEREFROM THOSE PARTS THEREOF NOW BEING USED FOR HIGHWAY PURPOSES) IN COOK COUNTY, ILLINOIS

**Permanent Index Number:** 18-17-200-026

**Commonly known as:** 901 West 55<sup>th</sup> Street, Countryside, Illinois 60525