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Doc#: 1922108001 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 08/09/2019 11:54 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

Byline Bank
Corporate Headquarters
180 N. LaSalle St.
Chicago, IL 60601

WHEN RECORDED MAIL TO:

Byline Bank
C/O Post Closing Department
180 N. LaSalle St., Ste 400
Chicago, IL 60601

SEND TAX NOTICES TO:

SS Kimball I, Inc.
9414 Lotus Ave.
Skokie, IL 60077

FOR RECORDER'S USE ONLY

2008624-9001

This Modification of Mortgage prepared by:

Loan Services
Byline Bank
180 N. LaSalle St.
Chicago, IL 60601

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 20, 2019, is made and executed between SS Kimball I, Inc., an Illinois Corporation, whose address is 9414 Lotus Ave., Skokie, IL 60077 (referred to below as "Grantor") and Byline Bank, whose address is 180 N. LaSalle St., Chicago, IL 60601 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 20, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded September 29, 2016 as Document No. 1627357094 and an Assignment of Rents dated September 20, 2016, Recorded September 29, 2016 as Document No. 1627357095.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

Units 5711-3S and 5713-2W together with its undivided percentage interest in the common elements in Kimball Courts Condominium as delineated and defined in the Declaration recorded as Document No. 0710210140, in the Southwest 1/4 of Section 1 and the South 1/2 of the Southeast 1/4 of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 5711-21 N. Kimball Ave., Chicago, IL 60675. The Real Property tax identification number is 13-02-421-041-1007.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

This Modification of Mortgage reflects that the following items and paragraphs are hereby deleted to the Mortgage and are made a part thereof:

The paragraph entitled "Note" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

Note. The word "Note" means the promissory note dated January 20, 2019 in the original principal

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MODIFICATION OF MORTGAGE (Continued)

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amount of \$1,000,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 5.500% per annum. Interest on the unpaid principal balance of the Note will be calculated using a rate equal to the Index, resulting in an initial rate of 5.500% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in one payment of all outstanding principal plus all accrued interest on July 20, 2020. In addition, Borrower will pay regular monthly payments if all accrued unpaid interest due as of each payment date, beginning February 20, 2019, with all subsequent interest payments to be due on the same day of each month after that. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the Index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. **NOTICE: Under no circumstances shall the interest rate on this Note be more than the maximum rate allowed by applicable law. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 20, 2019.

GRANTOR:

SS KIMBALL I, INC.

By: 

Rania Suleiman, President/Secretary of SS Kimball I, Inc.

LENDER:

BYLINE BANK

X 

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

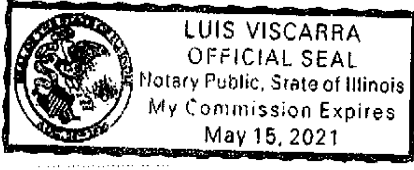
CORPORATE ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 4 day of JUNE, 2019 before me, the undersigned Notary Public, personally appeared Rania Suleiman, President/Secretary of SS Kimball I, Inc., and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at 8400 Main St State IL
60076
 Notary Public in and for the State of IL

My commission expires May 15, 2021



COOK County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

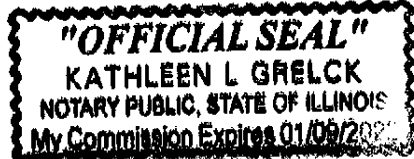
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 30 day of June, 2019 before me, the undersigned Notary Public, personally appeared Zac Talcott and known to me to be the VP, authorized agent for **Byline Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Byline Bank**, duly authorized by **Byline Bank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Byline Bank**.

By Kathleen Greleck Residing at Norridge

Notary Public in and for the State of Illinois

My commission expires 1-9-22



Cook County Clerk's Office