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This document was prepared by,
and after recording, return to:

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Carlson Dash, LLC
216 S. Jefferson St., Suite 504
Chicago, IL 60661

Permanent Tax Index Number:
13-02-421-041-1007
13-02-421-041-1010

Property Address:
5711-21 N. Kimball Ave.
Chicago, IL 60659

Doc#: 2111001390 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 04/20/2021 11:21 AM Pg: 1 of 5

This space reserved for Recorder's use only.

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (this "Amendment") is made as of March 31, 2021, by and between **SS Kimball, Inc.**, an Illinois corporation ("Mortgagor"), to and for the benefit of **Byline Bank**, its successors and assigns ("Mortgagee").

RECITALS:

A. Mortgagor executed and delivered that certain Mortgage dated September 20, 2019 in the Office of the Recorder of Deeds of Cook County, Illinois on September 29, 2016 as Document No. 1627357094 (the "Mortgage") to and for the benefit of Mortgagee, creating a first mortgage lien on certain improved real estate located at 5711-21 N. Kimball Ave., Chicago, IL 60659, and legally described in **Exhibit A** attached hereto.

B. The Mortgage was given by Mortgagor to secure the performance of all of the obligations of Samir A. Suleiman (the "Obligor").

C. The Obligor and Mortgagee desire to amend certain of the obligations of Obligor as evidenced by that certain Loan Modification Agreement dated as of March 31, 2021 (the "Loan Modification Agreement").

D. It is a condition precedent to Mortgagee's execution of the Loan Modification Agreement that Mortgagor shall have executed and delivered this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Mortgagor hereby agree as follows:

1. **Recitals.** That the recitals set forth above are true and accurate and are by this reference incorporated herein and made a part of this Amendment.

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2. **Definitions.** Capitalized terms used in this Amendment and not otherwise defined herein are used with the meanings given such terms in the Mortgage.

3. **Amendments.** The Mortgage is amended as follows:

a. The following provision is added to the Mortgage:

Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Note shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and the Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor. If a security interest is also being granted to Lender in any real estate on which the Collateral is situated, then any provision relating to escrow or reserve accounts in the mortgage, deed of trust, or other real estate security instrument granting such interest has priority over this provision.

(b) From and after the date of execution of this Amendment, any reference to the Mortgage contained in any notice, request, certificate or other instrument, document or agreement executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require.

(c) Except as expressly set forth herein, nothing in this Amendment is intended to or shall be deemed to have amended the Mortgage, which is hereby reaffirmed in all respects. Notwithstanding anything contained herein, the terms of this Amendment are not intended to and do not serve to effect a novation of the Mortgage.

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5. **Representation, Warranties and Covenants.** To induce Mortgagee to enter into this Amendment, Mortgagor hereby represents, warrants and covenants to Mortgagee that:

(a) The representations and warranties made by Mortgagor in the Mortgage are true and correct in all material respects on and as of the date hereof, before and after giving effect to the effectiveness of this Amendment, as if made on and as of the date hereof, other than those that relate to an earlier or specific date.

(b) When executed and delivered, this Amendment and the Mortgage, as amended by this Amendment, will constitute legal, valid and binding obligations of Mortgagor, enforceable against it, in accordance with its terms, except as affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

6. **Miscellaneous.**

(a) This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute but one and the same document.

(b) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Section captions and headings used in this Amendment are for convenience only and are not part of and shall not affect the construction of this Amendment.

(d) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

[remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

SS KIMBALL I, INC., an Illinois corporation

Waseem Hashlamoun

Name:

Title:

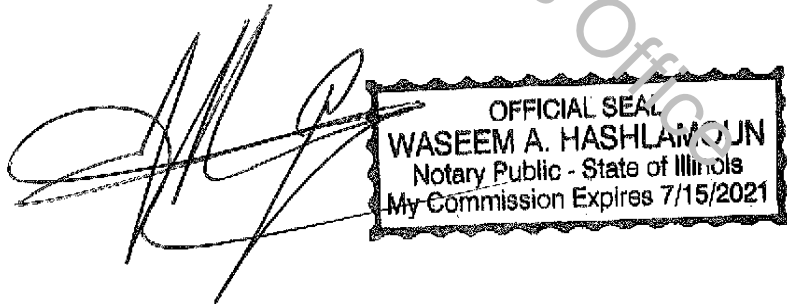
STATE OF ILLINOIS)
) SS.
COUNTY OF)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that *Waseem Hashlamoun*, the *president* of SS KIMBALL I, INC., an Illinois corporation, who is 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 and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this *27th* day of *March*, 2021.

Waseem Hashlamoun
Notary Public

[SEAL]



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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

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.

PIN(s): 13-02-421-041-1007 and 13-02-421-041-1010

Commonly known as: 5711-21 N. Kimball Ave., Chicago, IL 60659

Property of Cook County Clerk's Office