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Karen A. Yarbrough
Cook County Clerk
Date: 04/22/2021 10:48 AM Pg: 1 of 5

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

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

Permanent Tax Index Number:
13-19-303-041-0000
13-19-303-001-0000
13-19-303-002-0000

Property Address:
7051-7059 W. Addison Ave.
Chicago, IL 60634

This space reserved for Recorder's use only.

MODIFICATION OF ASSIGNMENT OF RENTS

THIS MODIFICATION OF ASSIGNMENT OF RENTS (this "Amendment") is made as of March 31, 2021, by and between **Samir A. Suleiman** ("Grantor"), to and for the benefit of **Byline Bank**, its successors and assigns ("Lender").

RECITALS:

A. Grantor executed and delivered that certain Assignment of Rents dated October 30, 2019 in the Office of the Recorder of Deeds of Cook County, Illinois on November 5, 2019 as Document No. 1930949276 (the "Assignment") to and for the benefit of Lender, creating a first mortgage lien on certain improved real estate located at 7051-7059 W. Addison Ave., Chicago, IL 60634, and legally described in **Exhibit A** attached hereto.

B. The Assignment was given by Mortgagor to secure the performance of all of the obligations of Grantor.

C. The Grantor and Lender desire to amend certain of the obligations of Grantor 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 Lender's execution of the Loan Modification Agreement that Grantor shall have executed and delivered this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Grantor 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 Assignment.

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

(a) The Definition of Borrower in the Assignment is amended to state:

Borrower. The word "Borrower" collectively means Door Artisan Cheese Company LLC and Samir A. Suleiman and includes all co-signers and co-makers signing the Note and their successors and assigns.

(b) From and after the date of execution of this Amendment, any reference to the Assignment 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 Assignment, 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 Assignment.

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

(a) The representations and warranties made by Grantor in the Assignment 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) Grantor has the corporate power and authority, and the legal right, to make and deliver this Amendment and to perform all of its obligations under the Assignment, as amended by this Amendment, and has taken all necessary corporate action to authorize the execution and delivery of this Amendment and the performance of the Assignment, as so amended.

(c) When executed and delivered, this Amendment and the Assignment, as amended by this Amendment, will constitute legal, valid and binding obligations of Grantor, 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.

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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.

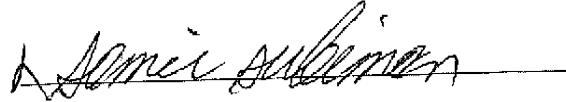
(d) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision 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.

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

SAMIR A. SULEIMAN



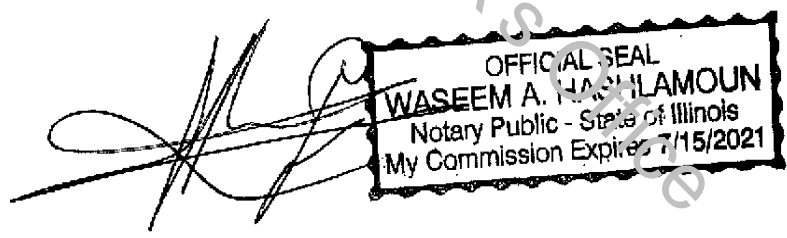
STATE OF ILLINOIS)
) SS.
COUNTY OF)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that SAMIR A. SULEIMAN, 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.


Notary Public

[SEAL]



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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

LOTS 7, 8, 9 AND 10 IN BLOCK 13 IN H. O. STONE AND COMPANY'S BELMONT AVENUE TERRACE, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(s): 13-19-303-041-0000, 13-19-303-001-0000 and 13-19-303-002-0000

Commonly known as: 7051-7059 W. Addison Ave., Chicago, IL 60634

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