

# UNOFFICIAL COPY

Doc#: 2203339340 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 02/02/2022 02:05 PM 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(s):  
13-02-421-041-1007  
13-02-421-041-1010

Property Address:  
5711-21 N. Kimball Ave.  
Units 5711-3S and 5713-2W  
Chicago, IL 60659

*This space reserved for Recorder's use only.*

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** (this "Amendment") is made as of January 31, 2022 by and between **SS Kimball I, Inc.** ("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, 2016, recorded 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., Units 5711-3S and 5713-2W, Chicago, IL 60659, and legally described in **Exhibit A** attached hereto, as modified by that (1) Modification of Mortgage dated January 20, 2019 and recorded as Document No. 1922108001, and (2) Modification of Mortgage dated March 21, 2021 and recorded as Document No. 2111001390.

B. The Mortgage was given by Mortgagor to secure the performance of all of the obligations of Mortgagor, SS Kimball I, Inc and the borrower Samir A. Suleiman.

C. The Mortgagor and Mortgagee desire to amend certain of the obligations of Mortgagor and borrower as evidenced by, among other things, that certain Cross Collateralization Agreement dated as of January 31, 2022 (the "Cross Agreement").

D. It is a condition precedent to Mortgagee's execution of the Cross 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:

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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.

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 section of the Mortgage titled "Cross-Collateralization" is deleted and replaced with the following:

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor, Borrower, Door Artisan Cheese Company LLC, 6767 Milwaukee Ave, LLC, On Pulaski, Inc., SS Kimball II, Inc., SSR Group, Inc., Warehouse on Belmont, Inc., Elmwood Park Medical, Dental & Multi Specialty Center, Ltd., Samir Suleiman as Trustee of the Samir Suleiman Trust dated July 18, 2007, and Raina Suleiman to Lender, or any one or more of them, as well as all claims by Lender against Grantor, Borrower, Door Artisan Cheese Company LLC, 6767 Milwaukee Ave, LLC, On Pulaski, Inc., SS Kimball II, Inc., SSR Group, Inc., Warehouse on Belmont, Inc., Elmwood Park Medical, Dental & Multi Specialty Center, Ltd., Samir Suleiman as Trustee of the Samir Suleiman Trust dated July 18, 2007, and Raina Suleiman, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor, Borrower, Door Artisan Cheese Company LLC, 6767 Milwaukee Ave, LLC, On Pulaski, Inc., SS Kimball II, Inc., SSR Group, Inc., Warehouse on Belmont, Inc., Elmwood Park Medical, Dental & Multi Specialty Center, Ltd., Samir Suleiman as Trustee of the Samir Suleiman Trust dated July 18, 2007, and Raina Suleiman may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

(b) The section of the Mortgage titled "Maximum Lien" is deleted and replaced with the following:

**MAXIMUM LIEN.** At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect to security of the Mortgage, exceed \$11,000,000.00.

(c) 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.

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(d) 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.

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.

By: *Samir A. Suleiman*

Name: Samir A. Suleiman  
Title: President/Secretary

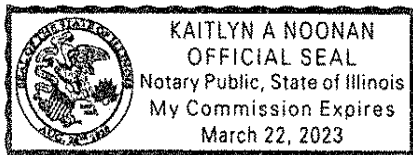
STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that SAMIR A. SULEIMAN, PRESIDENT/SECRETARY, SS KIMBALL I, INC., 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 she signed and delivered the said instrument as her 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 27<sup>th</sup> day of January, 2022.

[SEAL]

*Kaitlyn A. Noonan*  
Notary Public



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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; 13-02-421-041-1010

Common Address: 5711-21 N. Kimball Ave., Units 5711-3S and 5713-2W, Chicago, IL 60659

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