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Karen A. Yarbrough
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This document was prepared by,
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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

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MODIFICATION OF ASSIGNMENT OF RENTS

THIS MODIFICATION OF ASSIGNMENT OF RENTS (this "Amendment") is made as of January 31, 2022, by and between **SS Kimball I, Inc.** ("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 September 20, 2016, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on September 29, 2019 as Document No. 1627357095 (the "Assignment") to and for the benefit of Lender, creating a 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.

B. The Assignment was given by Grantor to secure the performance of all of the obligations of Grantor and the borrower Samir A. Suleiman.

C. The Grantor and Lender desire to amend certain of the obligations of Grantor 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 Lender's execution of the Cross 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.

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

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3. **Amendments.** The Assignment 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 Assignment 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 & Multispecialty 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) 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.

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(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.

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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SIGNATURE PAGE FOLLOWS]

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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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