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Cook County Recorder 51.50



For recorders' use only

**MODIFICATION TO MORTGAGE AND NOTE**

This Modification to Mortgage and Note (the "Modification") is made this 9TH day of September 1999 between SOUTH CHICAGO BANK, and SOUTH HOLLAND INVESTMENT GROUP, INC d/b/a POPEYE'S FAMOUS CHICKEN & BISCUITS (hereafter referred to as "Mortgagor"), NIZAR KASSAM, ALMAS KASSAM, KJ INVESTORS GROUP, INC., KASSAM ENTERPRISES, INC., AND JUBILEE ENTERPRISES, INC (hereafter referred to as "Guarantors") and South Chicago Bank (hereinafter referred to as "(Mortgagee)").

**WITNESSETH:**

WHEREAS, Mortgagor and Mortgagee have entered into a Commercial Mortgage (the "Mortgage") dated March 12, 1999, said Mortgage having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 22, 1999 as Document No. 99-274398 regarding certain real estate described in Exhibit "A" attached hereto (the "Real Estate"), securing the payment of a Commercial Promissory Note dated March 12, 1999 (the "Note"), and which Note is guaranteed by the Guarantors, and

WHEREAS, Mortgagor and Mortgagee desire to enter into a Modification To Mortgage

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and Note for the purpose of modification of the terms of the original agreement between the Mortgagor and Mortgagee, and

WHEREAS, Mortgagor and Mortgagee have agreed to enter into this Modification to Mortgage and Note Agreement and the Guarantors have consented for consideration the receipt and sufficiency of which are hereby acknowledged;

NOW THEREFORE, Mortgagor, Mortgagee and the Guarantors hereby agree that the Mortgage and Note are amended, modified, or supplemented as follows:

1. **Increase in Amount of Loan.** Mortgagor, Mortgagee and Guarantors hereby agree that the principal amount of the note shall be increased from \$750,000 to \$950,000.
2. **Reaffirmation.** Mortgagor and Guarantor hereby ratify and confirm their liabilities and obligations under the Mortgage, Note, Guaranty, Assignment of Rents, and Security Agreement (hereinafter sometimes referred to as "Loan Documents") and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs to the enforcement by Mortgagee of the obligations and liabilities of Mortgagor or Guarantor under the said documents as modified by this document.

Mortgagor further represents to Mortgagee that no default or event, or condition which could become a default with the giving of notice or passage of time, or both, exists under the Mortgage, Note, or other Loan Documents as amended by this Modification.

Mortgagor further represents to Mortgagee that there is not any condition, event of circumstances existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims, or demands pending or threatened affecting Mortgage, Guarantor, or the Real Estate or any lien recorded against the Real Estate since the recording of the Mortgage as detailed herein.

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3. **Costs.** Mortgagor/Guarantor shall be responsible for all title and recording costs, legal costs, and all other fees and charges associated with the preparation and implementation of this Modification, including a title policy endorsement covering the recordation of this Modification.

4. **Binding on Successors.** This Modification shall be binding on Mortgagor and its respective heirs, legatees, legal representatives, successors and permitted assigns, and shall insure to the benefit of Mortgagee, its successors and assigns.

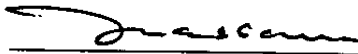
5. **Original Agreement Binding.** Except as provided herein, the Mortgage, Note and all other Loan Documents shall remain in full force and effect in accordance with their respective terms.

IN WITNESS WHEREOF, the Mortgagor, Mortgagee and Guarantors have caused this Modification to be executed at the place and on the day and year as written above.


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Guarantors:



Nizar Kassam

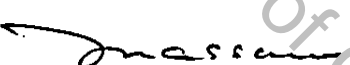


Almas Kassam

KJ Investors Group, Inc.

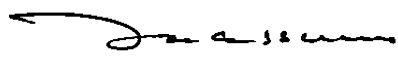
By: 

Jubilee Enterprises, Inc.

By: 

Mortgagor:

South Holland Investment Group, Inc.  
d/b/a Popey's Famous Chicken & Biscuits

By: 

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Mortgagee:

South Chicago Bank

By: 