

WHEN RECORDED MAIL TO:

BMO Harris Bank N.A./RBLO
Attn: Collateral Management
P.O. Box 2880
Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Rosa M. Ramirez, Documentation Specialist
BMO Harris Bank N.A.
1200 E. Warrenville Road
Naperville, IL 60563

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 19, 2013, is made and executed between S.W.R., Inc., A Corporation of Illinois, whose address is 625 Pratt Boulevard, Elk Grove Village, IL 60007 (referred to below as "Grantor") and BMO Harris Bank N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 15, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on November 29, 2006 as Document #0633301034 and Document #0633301035 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOT 51 IN CENTEX INDUSTRIAL PARK UNIT NO. 26, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 625 Pratt Boulevard, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-34-307-002-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

This Modification of Mortgage reflects the following: (1) That the above referenced Mortgage now secures (a) A Promissory Note dated November 15, 2006 in the original principal amount of \$500,000.00 from S.W.R., Inc. to Lender bearing a fixed interest rate; (b) A Promissory Note dated August 23, 2012 in the original principal amount of \$4,500,000.00 from Wigdahl Electric Company to Lender bearing a variable interest rate based upon an index; and (c) A Promissory Note dated December 19, 2013 in the original amount of \$950,000.00 from OTEPW LLC to Lender bearing a fixed interest rate, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 326725

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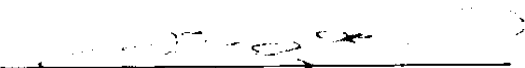
Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$5,950,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 19, 2013.

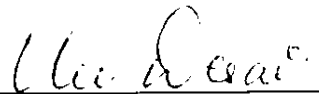
GRANTOR:

S.W.R., INC.

By: 
David A. Wigdahl, President of S.W.R., Inc.

LENDER:

BMO HARRIS BANK N.A.

x 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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CORPORATE ACKNOWLEDGMENT

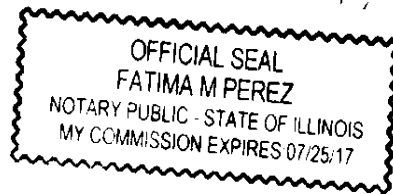
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 19 day of December, 2013 before me, the undersigned Notary Public, personally appeared **David A. Wigdahl, President of S.W.R., Inc.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at Cook County, IL

Notary Public in and for the State of IL

My commission expires 7/25/17



LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 19 day of December, 2013 before me, the undersigned Notary Public, personally appeared [Signature] and known to me to be the President, authorized agent for **BMO Harris Bank N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BMO Harris Bank N.A.**, duly authorized by **BMO Harris Bank N.A.** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **BMO Harris Bank N.A.**

By [Signature] Residing at Cook County, IL

Notary Public in and for the State of IL

My commission expires 7/25/17



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MODIFICATION OF MORTGAGE (Continued)

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