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RECORDATION REQUESTED BY:

The PrivateBank and Trust
Company
Illinois - Main Office
70 West Madison
Chicago, IL 60602

Doc#: 1726346151 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/20/2017 10:42 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

The PrivateBank and Trust
Company - Loan Services
Closer: Patrice Nwaiwu
70 W. Madison, 8th Floor
Chicago, IL 60602-4202

SEND TAX NOTICES TO:

Fleetpark, LLC
3321 Mike Collins Road
Eagan, MN 51510

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Services
The PrivateBank and Trust Company
70 West Madison
Chicago, IL 60602



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 19, 2016, is made and executed between Fleetpark, LLC, whose address is 3321 Mike Collins Road, Eagan, MN 51510 (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is 70 West Madison, Chicago, IL 60602 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 17, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 4, 2016 in Cook County as Document Number 1600456082.

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

LOT 1 IN RESOURCE SERVICE SUBDIVISION OF THE WEST 398.88 FEET OF THE EAST 998.88 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3737 Berdnick Street, Rolling Meadows, IL 60008. The Real Property tax identification number is 02-23-401-050-0000.

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

THE DEFINITION OF "NOTE" SET FORTH IN THE MORTGAGE IS HEREBY AMENDED AND RESTATED IN ITS ENTIRETY AS FOLLOWS: THE WORD "NOTE" MEANS COLLECTIVELY, (A) THAT CERTAIN

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MODIFICATION OF MORTGAGE
 (Continued)

Page 2

PROMISSORY NOTE DATED OCTOBER 19, 2016 EXECUTED BY BORROWER IN THE ORIGINAL PRINCIPAL AMOUNT OF ONE MILLION SEVEN HUNDRED THOUSAND & 0.00/100 DOLLARS (1,700,000.00) IN FAVOR OF LENDER, AS MODIFIED FROM TIME TO TIME; AND (B) THAT CERTAIN PROMISSORY NOTE DATED DECEMBER 17, 2015 EXECUTED BY BORROWER IN THE ORIGINAL PRINCIPAL AMOUNT OF EIGHT HUNDRED THOUSAND & 0.00/100 DOLLARS (\$800,000.00) IN FAVOR OF LENDER, AS MODIFIED FROM TIME TO TIME, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR SUCH NOTES OR AGREEMENTS.

THE AMOUNT OF THE MAXIMUM LIEN OBLIGATION IS INCREASED TO FIVE MILLION & 0.00/100 DOLLARS (\$5,000,000.00).

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 OCTOBER 19, 2016.

GRANTOR:

FLEETPARK, LLC

By: 
 Wayne Hoovestol

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

X _____
 Authorized Signer

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

Page 2

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GRANTOR:

FLEETPARK, LLC

By: _____
Wayne Hoovestol

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

x  _____
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IA)
) SS
 COUNTY OF Pottawattamie)

On this 18 day of October, 2016 before me, the undersigned Notary Public, personally appeared Wayne Hoovestol, Chief Manager of Fleetpark, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Andy Lucht Residing at _____

Notary Public in and for the State of IA

My commission expires 5-22-17



CLERK OF COOK COUNTY Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 30th day of March, 2017 before me, the undersigned Notary Public, personally appeared Chad Schaller and known to me to be the Managing Director, authorized agent for **The PrivateBank and Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **The PrivateBank and Trust Company**, duly authorized by **The PrivateBank and Trust Company** 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 **The PrivateBank and Trust Company**.

By Maureen A. Higgins Residing at CHICAGO, ILLINOIS

Notary Public in and for the State of ILLINOIS

My commission expires 7/22/2020



Cook County Clerk's Office