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Doc#: 1824719386 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/04/2018 11:35 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

**BMO Harris Bank N.A.
Attn: Collateral Fulfillment
P.O. Box 2058
Milwaukee, WI 53201**

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**Jennifer Mikos Benavides, Documentation Specialist
BMO Harris Bank N.A. / C&CLS
1200 Warrenville Rd., 2nd Floor
Naperville, IL 60563**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 31, 2018, is made and executed between Prime Storage LLC, an Illinois Limited Liability Company, formerly known as 3653 Touhy LLC, whose address is 3600 Jarvis Avenue, Skokie, IL 60076 (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 May 1, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents dated May 1, 2008, (the "Mortgage") which were recorded on May 5, 2008 as Document No.'s 0812618007 and 0812618008, respectively, in the Cook County Recorder's Office, located in the State of Illinois, as subsequently modified from time to time.

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

THE NORTH 212.60 FEET OF THE SOUTH 233.60 FEET OF THE WEST 650.0 FEET OF THE EAST 683.0 FEET (MEASURED AT RIGHT ANGLES) (EXCEPTS THE WEST 160.0 FEET THEREOF) OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3600 - 3640 Jarvis Avenue, Skokie, IL 60076. The Real Property tax identification number is 10.26.302.015.0000, 10.26.302.016.0000, 10.26.302.017.0000.

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 August 31, 2012 in the original principal amount of \$1,847,083.60 to Lender bearing a fixed interest rate (b) a Promissory Note dated July 1, 2014 in the original principal amount of \$250,000.00 to Lender bearing a fixed interest rate, and (c) a Promissory Note dated July 31, 2018 in the original principal amount of \$250,000.00 to Lender

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(Continued)**

Page 2

bearing a variable interest rate based upon an index, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Notes

(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 \$4,694,167.20; and

(3) The following paragraph is hereby added to the Mortgage:

Revolving Line of Credit. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor or Borrower under the Note, but also any future amounts which Lender may advance to Grantor or Borrower under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor or Borrower so long as Grantor and Borrower complies with all the terms of the Note and Related Documents

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 JULY 31, 2018.

GRANTOR:

PRIME STORAGE LLC

By: 

Yehuda Ellyahu, Manager of Prime Storage LLC

By: 

Yehuda Bitton, Manager of Prime Storage LLC

By: 

Morris Weisman, Manager of Prime Storage LLC

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MODIFICATION OF MORTGAGE (Continued)

LENDER:


BMO HARRIS BANK N.A.

x 
 Authorized Signer
 Randi Blume

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 23rd day of August, 2018 before me, the undersigned Notary Public, personally appeared Itzhak Eliyahu, Manager of Prime Storage LLC; Yehuda Bitton, Manager of Prime Storage LLC; and Morris Weisman, Manager of Prime Storage LLC, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By  Residing at Skokie, Illinois

Notary Public in and for the State of Illinois

My commission expires 05/30/22



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 30th day of August, 2018 before me, the undersigned Notary Public, personally appeared Randi Blume and known to me to be the Vice 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 Stokio, Illinois

Notary Public in and for the State of Illinois

My commission expires 05/30/2022



Cook County Clerk's Office