Doc#. 2011203067 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 04/21/2020 09:21 AM Pg: 1 of 4

40035590-DDI 112 hun agency this instrument was prepared by:

Walentine O'Toole, LLP 11240 Davenport Street Omaha, NE 68154-0125 Attn: Michael F. Kivett

#### WHEN RECORDED MAIL TO:

Walentine O'Toole, LLP PO Box 540125 Omaha, NE 68154-0125 Attn: Michael F. Kiyett

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#### MODIFICATION OF COMMERCIAL REAL ESTATE MORKCAGE

This Modification ("Modification") is made effective this 26<sup>th</sup> day of March, 2020, between GRNE SOLUTIONS, LLC, a Nebraska limited liability company, whose mailing address is 17211 S. 38<sup>th</sup> Street, Roca, NE 68430 ("Mortgagor"), and UNION BANK AND TRUST COMPANY, a Nebraska state banking corporation, and its successors and/or assigns, as their interests may appear, whose mailing address is 3643 South 48<sup>th</sup> Street, PO Box 82535, Lincoln, NE 68501-2535 ("Lender").

WHEREAS, Mortgagor did execute and deliver to Lender that certain Commercial Real Estate Mortgage dated November 22, 2017 ("Mortgage") which Mortgage was recorded November 28, 2017 as Document No. 1733249273, in the Recorder of Deeds Office of Cook County, Illinois encumbering the real estate described on Exhibit "A" attached hereto and by this reference information herein.

WHEREAS, Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- 1. The "Maximum Principal Indebtedness" is hereby increased from \$341,250.00 to \$5,123,250.00.
  - 2. The following indebtedness is specifically secured by this Mortgage:
- (a) That certain Promissory Note dated November 22, 2017 in the original principal amount of \$341,250.00 executed and delivered by Mortgagor to Lender, together with all renewals, extensions, modifications, consolidations and substitutions thereof; together with interest accruing thereon at the non-default rate of 5.150% per annum and the default rate of 16.00% per annum. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$2,294.07 each and one irregular last payment, with payments commoncing on December 22, 2017 and all subsequent payments due on the same day of each month thereafter. The final payment will be due on November 22, 2022 and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.
- (b) That certain Promissory Note dated March 26, 2020, in the original principal amount of \$2,100,000.00 executed and delivered by GRNE Solarfield 02 LLC, an Illinois limited liability company, to Linder, together with all renewals, extensions, modifications, consolidations and substitutions thereof; together with interest accruing thereon at the non-default rate of 5.15% per annum and the default rate of 16.00% per annum. Payments on the Note are to be made in accordance with the following payment schedule: in twelve (12) monthly payments of interest only and thereafter, quarterly payments of principal and interest, each in an amount calculated by Lender based upon a 72 month no tgage style amortization of the outstanding principal balance of the Promissory Note, such quarterly payments to commence on April 15, 2020 and on the 15<sup>th</sup> day of each quarter thereafter, together with such additional principal payments sufficient to reduce the unpaid principal balance to \$1,221,353.00 on or before March 15, 2022. The final payment will be due on April 15, 2026 and will be for all principal and all accrued interest not yet paid.
- (c) That certain Promissory Note dated March 26, 2020, in the original principal amount of \$400,000.00 executed and delivered by GRNE Solarfield 02 LLC, an Illinois limited liability company, to Lender, together with all renewals, extensions, modifications, consolidations and substitutions thereof; together with interest accruing thereon at the non-default rate of 5.15% per annum and the default rate of 16.00% per annum. Payments on the Note are to be made in accordance with the following payment schedule: in twelve (12) monthly payments of interest only and thereafter, quarterly payments of principal and interest, each in an amount calculated by Lender based upon a 186 month mortgage style amortization of the outstanding principal balance of the Promissory Note, such quarterly payments to commence on April 15, 2020 and on the 15th day of each quarter thereafter. The final payment will be due on April 15, 2031 and will be for all principal and all accrued interest not yet paid.
- 3. Except as modified herein, the Mortgage shall remain in full force and effect, and is hereby reaffirmed by the Mortgagor and Lender.

IN WITNESS WHEREOF, Mortgagor and Lender have caused this Modification to be duly executed as of the date first above written.

MORTGAGOR:	LENDER:
GRNE SOLUTIONS, LLC, a Nebraska limited liability company	UNION BANK AND TRUST COMPANY, a Nebraska state banking corporation
By:	By: Matthew Clare
	Commercial Loan Officer
STATE OF NEOROSKY	
COUNTY OF LAWASTER	M:
This instrument was executed and ick 2020 by Jess Baker, Manager and Member of company, for and on behalf of the company.	nowledged before me on the day of March GRIVE Solutions, LLC, a Nebraska limited liability
GENERAL NOTARY - State of Nebraska KAREN L TOPP My Comm. Exp. January 27, 2022	Harry Public Topy
STATE OF NEBRASKA ) ) ss.	
COUNTY OF LANCASTER)	
This instrument was executed and acknown by Matthew Clare, Commercial Loan Officer of banking corporation, for and on behalf of the banking corporation.	owledged before me this <u>Z</u> day of <del>Franch,</del> 2020 f Union Bank and Trust Company, a Nebraska state ank.
A GENERAL NOTARY - State of Nebraska	10-

This Instrument was drafted by:

KAREN L TOPP

My Comm. Exp. January 27, 2022

Walentine O'Toole, LLP 11240 Davenport Street Omaha, NE 68154-0125 Attn: Michael F. Kivett

#### EXHIBIT "A"

Lot 1 in Block 8 in Johnson and Weber's Palatine Ridge in the East 1/2 of the Southwest 1/4 of Section 14, Township 42, North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois

Address: 220-230 N. Hicks Place

Palatine, IL 60067

Pa.

302-14-3.

Clark's Office PIN: