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Doc# 2027922044 Fee \$93.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/05/2020 11:58 AM PG: 1 OF 5

THIS INSTRUMENT WAS PREPARED BY:

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

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

This Modification ("Modification") is made effective this 10th day of April, 2020, between **GRNE SOLUTIONS, LLC**, a Nebraska limited liability company, whose mailing address is 17211 S. 38th 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 48th Street, PO Box 82535, Lincoln, NE 68501-2535 ("Lender").

WHEREAS, Mortgagor did execute and deliver to Lender that certain Mortgage dated March 1, 2019 ("Mortgage") which Mortgage was recorded March 12, 2019 as Document No. 1907149433, in the Recorder of Deeds Office of Cook County, Illinois, as modified pursuant to that certain Modification of Mortgage effective March 26, 2020 and recorded

S Y
P S
S X
M NO
SC Y
E Yes
INT DB

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_____ as Document No. _____ in the Recorder of Deeds Office in 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. **MAXIMUM LIEN.** 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 \$5,123,250.00.

2. The following indebtedness is specifically secured by this Mortgage:

(a) That certain Promissory Note dated March 1, 2019 in the original principal amount of \$332,000.00 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 5.350% 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 \$2,270.74 each and one irregular last payment estimated at \$281,459.24 with payments commencing on April 1, 2019 and all subsequent payments due on the same day of each month thereafter. The final payment will be due on March 1, 2024 and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

(b) That certain Promissory Note dated April 10, 2020, in the original principal amount of \$1,800,000.00 executed and delivered by GRNE Solarfield 01 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 4.40% 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 mortgage style amortization of the outstanding principal balance of the Promissory Note, such quarterly payments to commence on April 15, 2021 and on the 15th day of each quarter thereafter, together with such additional principal payments sufficient to reduce the unpaid principal balance to \$1,010,900.00 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 April 10, 2020, in the original principal amount of \$482,000.00 executed and delivered by GRNE Solarfield 01 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 4.40% 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, 2021 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.

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(d) 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 Lender, together with all renewals, extensions, modifications, consolidations and substitutions thereof; together with interest accruing thereon at the non-default rate of 4.405% 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 mortgage style amortization of the outstanding principal balance of the Promissory Note, such quarterly payments to commence on April 15, 2021 and on the 15th day of each quarter thereafter, together with such principal payments as are sufficient to reduce the unpaid principal balance or \$1,221,853.00 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.

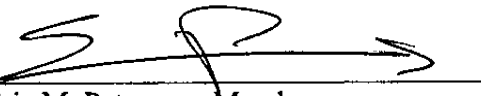
(e) That certain Promissory Note dated March 26, 2020, in the original principal amount of \$400,000.00 executed and delivered by GRNE Solarfield 02 LLC, an Illinois limited liability company, to Lender, together with all renewals, extensions, modifications, consolidations and substitutions thereof; together with interest accruing thereon at the non-default rate of 4.40% 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 180 month mortgage style amortization of the outstanding principal balance of the Promissory Note, such quarterly payments to commence on April 15, 2021 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:

GRNE SOLUTIONS, LLC, a Nebraska limited liability company

By: 
Eric M. Peterman, Member

LENDER:

UNION BANK AND TRUST COMPANY, a Nebraska state banking corporation

By: 
Matthew Clare
Commercial Loan Officer

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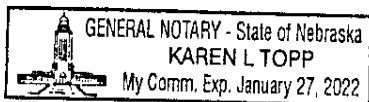
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was executed and acknowledged before me on the 10th day of April, 2020 by Eric M. Peterman, Member of GRNE Solutions, LLC, a Nebraska limited liability company, for and on behalf of the company.

Dorinda T. Schutz
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

This instrument was executed and acknowledged before me this 15 day of April, 2020, by Matthew Clare, Commercial Loan Officer of Union Bank and Trust Company, a Nebraska state banking corporation, for and on behalf of the bank.



Karen L. Topp
Notary Public

This Instrument was drafted by:

Walentine O'Toole, LLP
11240 Davenport Street
Omaha, NE 68154-0125

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EXHIBIT "A"

The North 5 feet of Lot 20 and all of Lot 21 in the Higgins Industrial Park Unit 11, being a Subdivision in the Northeast 1/4 of Section 27, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, excepting therefrom the following described real estate: That part of Lot 21 and the North 5 feet of Lot 20 in the Higgins Industrial Park Unit 11, aforesaid, described as follows: Commencing at Southwest corner of Lot 21, aforesaid; thence North 00 degrees 38 minutes 29 seconds West along the West line of Lot 21, aforesaid, 40.25 feet for a point of beginning; thence Northeasterly along said West line of Lot 21, 31, 44 feet on a tangential curve to the right having a radius of 20.00 feet, the chord of said curve bears North 44 degrees 23 minutes 17 seconds East, 28.30 feet; thence North 89 degrees 25 minutes 02 seconds East along tangent 31.03 feet; thence Southwesterly, a distance of 80.16 feet along a non-tangential curve to the left having a radius of 51.00 feet, the chord of said curve bears South 44 degrees 23 minutes 17 seconds West, 72.16 feet to the point of beginning.

Address: 1215 Howard Street
Elk Grove Village, IL 60007

PIN: 08-27-202-074-0000