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Doc#: 2031421275 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 11/09/2020 04:26 PM Pg: 1 of 6

non-agency
RECORDATION REQUESTED BY:
First National Bank of Omaha
Branch #020
141 W. Lincoln Hwy
DeKalb, IL 60115

WHEN RECORDED MAIL TO:
First National Bank of Omaha
Branch #020
141 W. Lincoln Hwy
DeKalb, IL 60115

GIT

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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Ashley Sawyer, Commercial Loan Documentation
First National Bank of Omaha
141 W. Lincoln Hwy
DeKalb, IL 60115



MODIFICATION OF MORTGAGE



#####580809212020

THIS MODIFICATION OF MORTGAGE dated September 21, 2020, is made and executed between EVANSTON 1012 LLC, an IL LLC a 10% undivided interest; NWC Sauk & Chicago LLC, an IL LLC a 71% undivided interest and Woodlawn Corner LLC, an IL LLC a 19% undivided interest all as tenants in common, whose address is 9440 Enterprise Drive Mokena, IL 60448 (referred to below as "Grantor") and First National Bank of Omaha, whose address is 141 W. Lincoln Hwy, DeKalb, IL 60115 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 3, 2020 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on February 14, 2020 as Document Number 2004517152.

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

LOT 3 IN BLOCK 62 IN EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1012-1014 Davis Street, Evanston, IL 60201. The Real Property tax identification number is 11-18-309-026-0000; 11-18-309-027-0000

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MODIFICATION OF MORTGAGE (Continued)

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

Maximum Lien Amount. The Maximum Lien Amount as set forth in the original mortgage described herein is hereby amended as shall hereafter be \$3,331,250.00 Dollars (\$). At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the property described herein, exceed said amount.

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.

ELECTRONIC COPIES. Lender may copy, electronically or otherwise, and thereafter destroy, the originals of this Agreement and/or Related Documents in the regular course of Lender's business. All such copies produced from an electronic form or by any other reliable means (i.e., photographic image or facsimile) shall in all respects be considered equivalent to an original, and Borrower hereby waives any rights or objections to the use of such copies.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 21, 2020.

GRANTOR:

NWC SAUK & CHICAGO LLC

By: Michael Rose

Michael H. Rose, Manager of NWC Sauk & Chicago LLC

EVANSTON 1012 LLC

By: Michael Rose

Michael H. Rose, Manager of EVANSTON 1012 LLC

WOODLAWN CORNER LLC

By: Michael Rose

Michael H. Rose, Manager of Woodlawn Corner LLC

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

FIRST NATIONAL BANK OF OMAHA

X *Geri-Dee Hayden*
Geri-Dee Hayden, Vice President, Commercial Banking

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

) SS

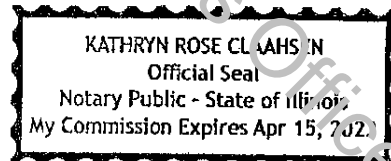
COUNTY OF Will)

On this 22nd day of September, 2020 before me, the undersigned Notary Public, personally appeared Michael H. Rose, Manager of NVC Sauk & Chicago 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 Kathryn Rose Claahsen Residing at Wheaton, Illinois

Notary Public in and for the State of Illinois

My commission expires April 15, 2023



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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Will)

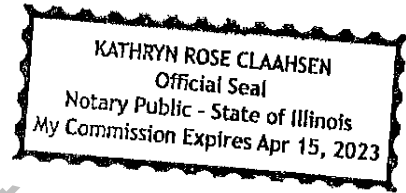
On this 22nd day of September, 2020 before me, the undersigned Notary Public, personally appeared **Michael H. Rose, Manager of EVANSTON 1012 LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification 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 Kathryn Rose Claahsen

Residing at Wheaton, Illinois

Notary Public in and for the State of Illinois

My commission expires April 15, 2023



Will County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

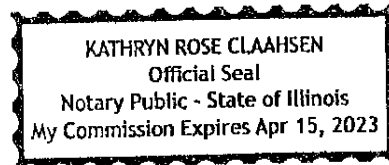
COUNTY OF Will) SS

On this 22nd day of September, 2020 before me, the undersigned Notary Public, personally appeared **Michael H. Rose, Manager of Woodlawn Corner 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 Kathryn Rose Claahsen Residing at Wheaton, Illinois

Notary Public in and for the State of Illinois

My commission expires April 15, 2023



Will County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Winnebago)

On this 29th day of September, 2020 before me, the undersigned Notary Public, personally appeared **Geri-Dee Hayden** and known to me to be the **Vice President, Commercial Banking**, authorized agent for **First National Bank of Omaha** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First National Bank of Omaha**, duly authorized by **First National Bank of Omaha** 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 **First National Bank of Omaha**.

By Julie A Ellis Residing at Rochelle, Illinois
 Notary Public in and for the State of Illinois

My commission expires 11/14/2022



PROBABLY OF COOK COUNTY Clerk's Office