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Doc#: 2033421053 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 12/01/2020 09:21 AM Pg: 1 of 5

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 May 1, 2020, is made and executed between Iida Properties LLC, a Delaware limited liability company, whose address is 41 E. Century Drive, Wheeling, IL 60090 (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 January 6, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and Assignment of Rents recorded on January 30, 1998 as Documents #98083788 and #98083789 in the Cook County Recorder's Office, as may be subsequently modified from time to time

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

LOTS 59 AND 60 IN PALWAUKEE BUSINESS CENTER UNIT 3 BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. *THIS IS NOT HOMESTEAD PROPERTY*****

The Real Property or its address is commonly known as 41 E. Century Drive, Wheeling, IL 60090. The Real Property tax identification number is 03-11-410-005 and 03-11-410-006.

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 Promissory Note dated May 1, 2020 in the original principal amount of \$650,000.00 to Lender bearing a variable interest rate based upon an index OR fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; and

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MODIFICATION OF MORTGAGE (Continued)

Page 2

(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 \$1,300,000.00

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.

FLOOD INSURANCE. Notwithstanding requirements in the "Maintenance of Insurance" provision, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain federal or private flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

COUNTERPARTS. This Modification of Mortgage may be executed in one or more counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed to be an original, and may be executed and delivered by facsimile or electronic transmission; such counterparts, facsimiles and electronic transmissions, together, shall constitute one and the same agreement.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 1, 2020.

GRANTOR:

IIDA PROPERTIES LLC

By: _____

Timothy K. Iida, Sole Member of Iida Properties LLC

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MODIFICATION OF MORTGAGE (Continued)

Page 3

LENDER:

FMC HARRIS BANK N.A.

X

Authorized Signer

Patrick Cunningham, Director

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared **Timothy K. Iida, Sole Member of Iida Properties 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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

BNP HARRIS BANK N.A.

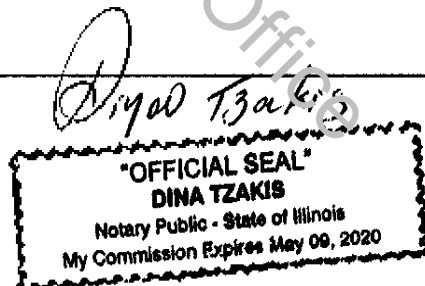
X _____
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 6th day of May 2020 before me, the undersigned Notary Public, personally appeared Timothy K. Iida, Sole Member of Iida Properties 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 DINA TZAKIS Residing at 520 Green Bay Road
Winnetka IL 60093
Notary Public in and for the State of ILLINOIS
My commission expires May 09, 2020



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 12th day of May, 2020 before me, the undersigned Notary Public, personally appeared Craig Conington and known to me to be the _____, 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 Ryan O'Malley Residing at Barrington, IL

Notary Public in and for the State of IL

My commission expires 11-01-22

Ryan O'Malley

