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Doc#: 2102617469 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/26/2021 02:13 PM Pg: 1 of 4

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
MAC: R4057-01R
7711 Plantation Road, 1st Floor
Roanoke, Virginia 24019
Attn: Loan Documentation
Prepared by: Jackie Besase

CC# 1904086LD

Address of Premises: 1960 Old Willow Road, Northbrook, Illinois 60062
Permanent Index Number(s): 04-22-300-007-0000

FIRST MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

THIS MODIFICATION (this "Modification") is entered into as of December 18, 2020, by and between PASS-A-GRILLE REALTY COMPANY, a North Carolina corporation ("Mortgagor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Mortgage and Assignment of Rents and Leases dated as of September 27, 2019, executed by Mortgagor to Mortgagee, and recorded on October 2, 2019 as Document No. 1927506185 of the office of the Register of Deeds of Cook County, Illinois ("Mortgage"), with respect to the real property described on Exhibit A attached hereto and incorporated herein by this reference.

B. The obligations secured by the Mortgage have been modified, and Mortgagor and Mortgagee have agreed to modify the Mortgage to accurately reflect the obligations secured thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Mortgage is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Mortgagee of all indebtedness and performance of all obligations evidenced by and arising under that certain promissory note dated as of December 18, 2020, executed by PASS-A-GRILLE REALTY COMPANY and payable to Mortgagee or its order on or before December 31, 2021, in the principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (which promissory note represents the refinancing of that certain promissory note dated as of September 27, 2019, and secured by the Mortgage), together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced by said promissory note, even if not specifically referenced therein.

2. The real property and the whole thereof described in the Mortgage shall remain subject to the lien, charge or encumbrance of the Mortgage and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Mortgage, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or

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parties who may now or hereafter be liable under or on account of said promissory notes and/or the Mortgage.

3. All terms and conditions of the Mortgage not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Mortgage shall be read together, as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

MORTGAGEE:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: *John E. Foote*
JOHN E. FOOTE,
VICE PRESIDENT

MORTGAGOR:

PASS-A-GRILLE REALTY COMPANY

By: *Joseph A. Maida*
JOSEPH A. MAIDA, TREASURER
TREASURER

By: *Carol A. Kijek*
CAROL A. KIJEK,
VICE PRESIDENT, SECRETARY

MORTGAGEE:

STATE OF CONNECTICUT

COUNTY OF Fairfield

} ss Stamford 12-18-2020

On this the 18th day of December, 2020 before me, Bryan Mitchell, the undersigned officer, personally appeared John E. Foote, who acknowledged himself/herself to be the Vice President of Wells Fargo Bank National Association, a corporation, and that he/she, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Vice President.

In witness whereof I hereunto set my hand.

Bryan Mitchell
Notary Signature
Title of Officer

SEAL

My Commission Expires _____

BRYAN STEVEN MITCHELL
Notary Public, State of Connecticut
ID #171058
My Commission Expires Feb 28, 2021

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MORTGAGOR:

STATE OF CONNECTICUT

COUNTY OF Fairfield

} SS Stamford 12-18-2020

On this the 18th day of December, 2020, before me, Bryan Mitchell, the undersigned officer, personally appeared Caro Kijek, who acknowledged himself/herself to be the Vice President Secretary of Pass-A-Grille Realty Company, a corporation, and that he/she, as such Vice President Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Vice President Secretary.

In witness whereof I hereunto set my hand.

[Signature]
Notary Signature
Title of Officer
SEAL

My Commission Expires _____
BRYAN STEVEN MITCHELL
Notary Public, State of Connecticut
ID #171058
My Commission Expires Feb 28, 2021

STATE OF CONNECTICUT

COUNTY OF Fairfield

} SS Stamford 12-18-2020

On this the 18th day of December, 2020, before me, Bryan Mitchell, the undersigned officer, personally appeared Joseph A. Marata, who acknowledged himself/herself to be the Treasurer of Pass-A-Grille Realty Company, a corporation, and that he/she, as such Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Treasurer.

In witness whereof I hereunto set my hand.

[Signature]
Notary Signature
Title of Officer
SEAL

My Commission Expires _____
BRYAN STEVEN MITCHELL
Notary Public, State of Connecticut
ID #171058
My Commission Expires Feb 28, 2021

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EXHIBIT A
TO
MODIFICATION OF MORTGAGE AND
ASSIGNMENT OF RENTS AND LEASES

Exhibit A to Modification of Mortgage and Assignment of Rents and Leases executed by PASS-A-GRILLE REALTY COMPANY, as Mortgagor, to WELLS FARGO BANK, NATIONAL ASSOCIATION, as Mortgagee, dated as of December 18, 2020.

Street Address of Subject Property: 1960 Old Willow Road, Northbrook, Illinois 60062.
Permanent Real Estate Index Number: 04-22-300-007-0000.

Description of Property

THE EAST 264 FEET OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.