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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/19/2021 01:29 PM PG: 1 OF 6

This instrument was prepared by
and, after recording, return to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attention: Marla R. Bell, Esq.
Loan No.: 301 000 014

SECOND AMENDMENT TO MORTGAGE

METRO STORAGE SKOKIE LLC,
a Delaware limited liability company,
as mortgagor

To

PGIM REAL ESTATE U.S. DEBT FUND SELLER IV, LLC,
a Delaware limited liability company,
as mortgagee

Dated: Effective as of May 9, 2021

County: Cook

P.I.N.: 10-26-401-089-0000

Address: 3220 W. Touhy Avenue, Skokie, Illinois

Second Amendment of Mortgage (Skokie)
[Metro Self Storage]

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SECOND AMENDMENT TO MORTGAGE

This Second Amendment to Mortgage (this "**Amendment**") entered into on May 10, 2021 and effective as of May 9, 2021, is made by and between **METRO STORAGE SKOKIE LLC**, a Delaware limited liability company, having its principal place of business at 13528 Boulton Boulevard, Lake Forest, Illinois 60045, as mortgagor ("**Borrower**"), to **PGIM REAL ESTATE U.S. DEBT FUND SELLER IV, LLC**, a Delaware limited liability company, as mortgagee, having an address at 1540 Broadway, 36th Floor, New York, New York 10036 (together with its successors and assigns, "**Lender**").

RECITALS

The following recitals are a material part of this Amendment:

A. On June 7, 2018, Borrower and certain other co-borrowers borrowed from PGIM Real Estate U.S. Debt Fund REIT, LLC, a Delaware limited liability company ("**Original Lender**") the original principal amount of up to \$47,357,000.00 (the "**Original Loan**") pursuant to that certain Loan Agreement between Borrower, certain other co-borrowers and Original Lender dated as of Closing Date (the "**Original Loan Agreement**"), secured in part by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the Closing Date and recorded on June 11, 2018, in the County of Cook, State of Illinois (the "**Records**") as Document Number 1816249156 (as assigned, amended and modified, the "**Security Instrument**") encumbering Borrower's interest in certain property located in Cook County, Illinois, and legally described on Exhibit A attached hereto and incorporated by reference (the real estate, together with all improvements thereon and personal property associated therewith, is hereinafter collectively called the "**Property**"). On March 26, 2019, the Original Loan Agreement was modified pursuant to that certain Amended and Restated Loan Agreement ("**Amended and Restated Loan Agreement**"), pursuant to which, among other things, the Original Loan was amended and restated and increased to the principal amount of up to \$125,357,000.00 (the "**Loan**"), which was further modified pursuant to that certain Modification of Loan Agreement dated August 14, 2020 ("**First Amendment to Amended and Restated Loan Agreement**"), and that certain Second Amendment to Amended and Restated Loan Agreement dated the date hereof (the "**Second Amendment to Amended and Restated Loan Agreement**"), and together with the Amended and Restated Loan Agreement, First Amendment to Amended and Restated Loan Agreement, and as may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"). Lender is the current holder of the Loan, the Security Instrument, and all other loan documents evidencing and securing the Loan (the "**Loan Documents**").

B. Pursuant to the terms of the Second Amendment to Amended and Restated Loan Agreement, Lender, Borrower and certain other co-borrowers have agreed to modify certain terms of the Loan and Loan Documents, including, the modification of the Maturity Date. All capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement, or if not defined therein, in the other Loan Documents (as defined in the Loan Agreement).

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C. Lender and Borrower have agreed to execute this Amendment to give record notice of the Loan Agreement and to modify the Security Instrument.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Notice of Modification Agreement.** Record notice of the Second Amendment to Amended and Restated Loan Agreement which modifies the terms of the Loan and the Loan Documents and of the rights created thereby is hereby given and confirmed.

2. **Modification of the Security Instrument.** The terms and conditions of the Security Instrument are amended to conform to the amendments and modifications to the Loan Documents pursuant to the Second Amendment to Amended and Restated Loan Agreement. Accordingly, all references to the latest maturity date in the Security Instrument are hereby deleted and replaced with May 9, 2026.

3. **No Other Modifications.** Except as expressly set forth herein, all of the terms and conditions of the Security Instrument shall remain unmodified and in full force and effect and Borrower hereby confirms and ratifies such document and will perform and comply with the terms and conditions thereof, as modified and amended hereby.

4. **No Impairment.** Nothing in this Amendment shall be deemed to or shall in any manner prejudice or impair any of the Loan Documents or any security granted or held by Lender for the Loan or the original priority of the Security Instrument or any of the other Loan Documents. This Amendment shall not be deemed to be nor shall it constitute, any alienation, waiver, annulment or variation of the lien and encumbrance of the Security Instrument or any of the other Loan Documents or the terms and conditions of or any rights, powers or remedies under such documents, except as expressly set forth herein.

5. **General.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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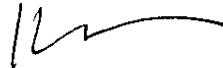
IN WITNESS WHEREOF, this Amendment has been duly executed by Borrower and Lender as of the day and year first above written.

LENDER:

**PGIM REAL ESTATE U.S. DEBT FUND
SELLER IV, LLC,**
a Delaware limited liability company

By: PGIM REAL ESTATE U.S. DEBT FUND PLEDGOR
IV, LLC,
Its managing member

By: PGIM REAL ESTATE U.S. DEBT FUND
REIT, LLC
Its sole member

By: 
Name: Kathryn Thurston
Title: Authorized Signatory

Property of Cook County Clerk's Office

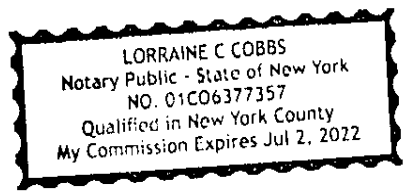
ACKNOWLEDGEMENT

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the 30 day of April in the year 2021, before me, the undersigned, personally appeared Kathryn Thurston, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



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EXHIBIT A

LEGAL DESCRIPTION - SKOKIE, IL

PARCEL 1:

LOT 1 IN METRO STORAGE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2015 AS DOCUMENT NO. 1521929005, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, PARKING AND OTHER MATTERS CONTAINED IN SECOND AMENDED AND RESTATED DECLARATION OF MUTUAL EASEMENT AND RESTRICTIONS RECORDED FEBRUARY 25, 1991 AS DOCUMENT NO. 91085415.

Parcel 1 Common Property Address: 3226 West Touhy Avenue, Skokie, IL
Parcel 1 Permanent Index Numbers: 10-26-401-089-0000 VOL. 123