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RECORDATION REQUESTED BY:
First National Bank of Omaha
1620 Dodge Street
Omaha, NE 68197

WHEN RECORDED MAIL TO:
First National Bank of Omaha
1620 Dodge Street
Omaha, NE 68197

	
2116128094	
Doc# 2116128094	Fee \$88.00
RHSP FEE:\$9.00	RPRF FEE: \$1.00
KAREN A. YARBROUGH	
COOK COUNTY CLERK	
DATE: 06/10/2021 12:52 PM	PG: 1 OF 7

4/10/2022 (3/4)

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Ashley Sawyer, Commercial Loan Documentation
First National Bank of Omaha
1620 Dodge Street
Omaha, NE 68197



MODIFICATION OF MORTGAGE



#####580805282021

THIS MODIFICATION OF MORTGAGE dated May 28, 2021, is made and executed between EVANSTON 1012 LLC, an Illinois limited liability company, a 10% undivided interest, EVANSTON LLC, an Illinois limited liability company, a 71% undivided interest, and EVANSTON WC LLC, an Illinois limited liability company, 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 1620 Dodge Street, Omaha, NE 68197 (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 February 14, 2020 as Document Number 2004517152 and Modification of Mortgage dated September 21, 2020 and Recorded November 9, 2020 as Document Number 2031421275.

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.

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

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MODIFICATION OF MORTGAGE (Continued)

Page 2

On May 28, 2021 NWC Sauk & Chicago LLC and Woodlawn Corner LLC transferred the Real Property to EVANSTON NWC LLC and EVANSTON WC LLC. EVANSTON NWC LLC and EVANSTON WC LLC assume and agree to fulfill all obligations as Grantors under the Mortgage as fully and completely as though NWC SAUK & CHICAGO LLC and Woodlawn Corner LLC had originally executed the Mortgage as Grantors.

Additionally, the following definitions within the Mortgage are modified as follows:

Borrower: The word 'Borrower' means EVANSTON NWC LLC and EVANSTON WC LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Grantor. The word 'Grantor' means EVANSTON NWC LLC, EVANSTON WC LLC, and EVANSTON 1012 LLC.

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 endorser 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.

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MODIFICATION OF MORTGAGE (Continued)

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 28, 2021.

GRANTOR:

EVANSTON NWC LLC

By: Michael H. Rose
Michael H. Rose, Manager of EVANSTON NWC LLC

EVANSTON 1012 LLC

By: Michael H. Rose
Michael H. Rose, Manager of EVANSTON 1012 LLC

EVANSTON WC LLC

By: Michael H. Rose
Michael H. Rose, Manager of EVANSTON WC LLC

LENDER:

FIRST NATIONAL BANK OF OMAHA

x Travis W. Thompson
Travis W. Thompson, Director, Commercial Banking

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

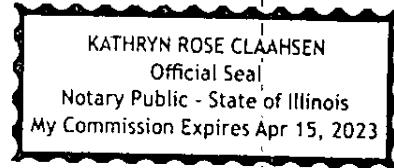
STATE OF Illinois)
) SS
 COUNTY OF Will)

On this 28th day of May, 2021 before me, the undersigned Notary Public, personally appeared **Michael H. Rose, Manager of EVANSTON NWC 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 Claaesen Residing at Wheaton, IL

Notary Public in and for the State of Illinois

My commission expires April 15, 2023



DeKalb County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

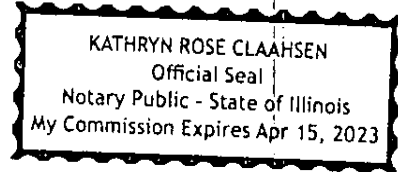
STATE OF Illinois)
) SS
 COUNTY OF Will)

On this 28th day of May, 2021 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, IL

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

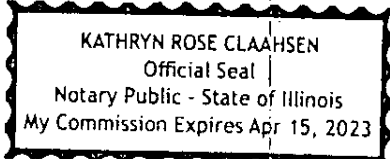
STATE OF Illinois)
) SS
 COUNTY OF Will)

On this 25th day of May, 2021 before me, the undersigned Notary Public, personally appeared **Michael H. Rose, Manager of EVANSTON WC 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, IL

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

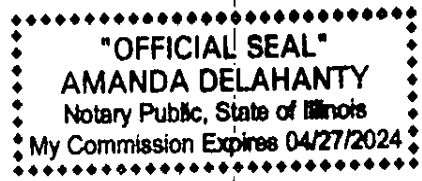
STATE OF IL)
) SS
 COUNTY OF DuPage)

On this 28th day of May, 2021 before me, the undersigned Notary Public, personally appeared **Travis W. Thompson** and known to me to be the **Director, 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 *Amanda Delahanty* Residing at _____

Notary Public in and for the State of IL

My commission expires _____



Cook County Clerk's Office