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Doc# 2203122035 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/31/2022 02:47 PM PG: 1 OF 2

(For Recorder's Certification)

NKS 1041407

Title of Document: FIRST MODIFICATION OF MORTGAGE

Date of Document: January 18, 2022

Prepared by: Stinson LLP
ATTN: Traci Peterson
1201 Walnut, Suite 2900
Kansas City, Missouri 64106
(816) 691-2603

Property Address: 7800 Austin Avenue, Skokie, Illinois

Real Estate Tax I.D. No.: 10-29-101-004-0000 Vol 126; 10-29-101-006-0000 Vol 126;
10-29-101-007-0000 Vol 126; 10-29-101-011-0000 Vol 126;
10-29-208-023-0000 Vol 126

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FIRST MODIFICATION OF MORTGAGE

This First Modification of Mortgage (the "Agreement") is made and entered into this 18 day of January, 2021, by and between BRIDGE POINT SKOKIE, LLC, an Illinois limited liability company, whose address is 9525 W. Bryn Mawr Avenue, Suite 700, Rosemont, IL 60018 ("Borrower") and FIRST NATIONAL BANK OF OMAHA, whose address is 4650 College Boulevard, 3rd Floor, Overland Park, Kansas 66211 ("Lender").

RECITALS

A. The Borrower has previously executed and delivered to the Lender a Mortgage, Security Agreement and Fixture Filing dated March 4, 2021, which was filed for record on March 23, 2021, in the Office of the Recorder of Deeds of Cook County, Illinois (the "Records Office"), as Document No. 2108207122 (the "Mortgage") which Mortgage encumbers certain real property located in Cook County, Illinois, more specifically described in Exhibit A to the Mortgage (the "Property").

B. The Mortgage was delivered to the Lender by the Borrower to secure the payments and performance of the obligations of the Borrower under the Note, the Loan Agreement and the Loan Documents (as each term is defined in the Mortgage).

C. The Borrower acknowledges (i) the Lender is presently the holder of the Mortgage, (ii) it is the present fee simple owner of the Property, (iii) its obligation to maintain, perform and comply with the terms and conditions of the Mortgage.

D. The Borrower and the Lender enter into this Agreement for the purpose of modifying the Mortgage in order to increase the amount of the indebtedness secured by the Mortgage, as provided herein.

NOW THEREFORE, the Borrower and the Lender for good, sufficient and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Modification of the Mortgage. The Mortgage is hereby modified as follows:

(a) The second introductory paragraph of the Mortgage which is located directly above the title is deleted and the following provision is inserted in lieu thereof:

"NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS MORTGAGE, THE MAXIMUM AMOUNT OF PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE, INCLUDING FUTURE ADVANCES, IS \$15,415,000.00."

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(b) The provision contained in Section 1.1(a) of the Mortgage is deleted and the following provision is inserted in lieu thereof:

"(a) Payment of the obligations defined in that certain Construction Loan Agreement between Mortgagor and Lender of even date herewith, and any and all amendments and modifications thereof (the "Loan Agreement"), including the indebtedness evidenced by that certain Promissory Note in the amount of \$15,415,000.00 of even date herewith from Mortgagor, as maker, to Lender, as holder, and any and all amendments, extensions, modifications, substitutions, replacements, refinancings, conversions or renewals thereof (the "Note"), which Note is hereby incorporated herein by this reference, and the performance and discharge of each and every obligation of Mortgagor set forth in the Loan Agreement and Note;"

2. Conditions Precedent. It shall be a condition precedent to the effectiveness of this Agreement that (i) if requested by the Lender, the Borrower shall have delivered evidence of its authority to enter into this Agreement as well as the capacity of individual executing this Agreement, (ii) the Borrower shall have delivered an endorsement to the Lender's policy of title insurance in effect upon the Property in form and content acceptable to Lender, and (iii) the Borrower shall have paid all costs and expenses associated with this Agreement including, without limitation, recording fees and title company charges.

3. No Other Modifications. Except as expressly set forth herein, or necessary to incorporate the modifications herein, all the terms and conditions of the Mortgage shall remain unmodified and in full force and effect, and the Borrower confirms and ratifies the Mortgage and agrees to perform and comply with the terms and the conditions of the Mortgage, as modified herein.

4. No Impairment. Nothing in this Agreement shall be deemed to or shall in any manner prejudice or impair the lien and encumbrance of the Mortgage or the terms and conditions of or any rights, powers, or remedies of the Lender under the Mortgage.

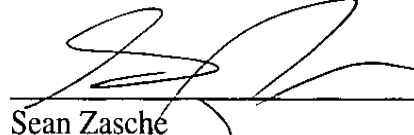
5. Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

[Signature page follows]

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IN WITNESS WHEREOF, the Borrower and the Lender have executed this Agreement as of the day and year first above written.

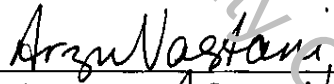
BRIDGE POINT SKOKIE, LLC,
an Illinois limited liability company

By: 
Name: Sean Zsche
Title: Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 17 day of January, 2022, before me personally appeared Sean Zsche, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he is a Vice President of Bridge Point Skokie, LLC, an Illinois limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written


Print Name: Arzu Vastani
Notary Public in and for said
County and State

My Appointment Expires:

07-29-2025



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FIRST NATIONAL BANK OF OMAHA

By: Brunnan Riffel
 Name: Brunnan Riffel
 Title: Vice President

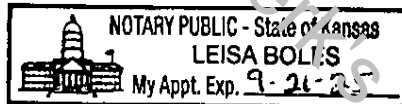
STATE OF KANSAS)
) ss.
 COUNTY OF Johnson)

On this 18th day of January, 2022, before me personally appeared Brunnan Riffel, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he is the Vice President of FIRST NATIONAL BANK OF OMAHA, and acknowledged said instrument to be his free act and deed and the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written

Leisa Boles
 Print Name: Leisa Boles
 Notary Public in and for said
 County and State

My Appointment Expires:
9-21-25



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EXHIBIT A

DESCRIPTION OF THE PROPERTY

Property Address: 7800 Austin Avenue, Skokie, Illinois

Permanent Index No. 10-29-101-004-0000 Vol 126; 10-29-101-006-0000 Vol 126;
10-29-101-007-0000 Vol 126; 10-29-101-011-0000 Vol 126;
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Legal Description:

The land referred to herein below is situated in the County of Cook, State of Illinois, and is described as follows:

PARCEL 1:

THE EAST 33.00 FEET OF EACH LOTS 1 AND 6 (EXCEPT THE NORTH 50.00 FEET THEREOF) IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 7 AND 8, LYING EASTERLY OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF SECTION 29 TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 1 IN THE SUBDIVISION BY THE HEIRS OF CARL SCHNUR OF THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE RAILROAD AND NORTH OF CARL SCHNUR'S SUBDIVISION, ACCORDING TO THE PLAT RECORDED MARCH 21, 1939 AS DOCUMENT NO. 12285957, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 330.00 FEET OF THE WEST 265.00 FEET OF LOT 1 IN CARL SCHNUR'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 2, AS CREATED BY EASEMENT AGREEMENT MADE BETWEEN WELLS MANUFACTURING COMPANY, AN ILLINOIS CORPORATION, AMERICAN NATIONAL BANK AND TRUST

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COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 15, 1983 AND KNOWN AS TRUST NO. 59800, AND COURTESY LUMBER AND SUPPLY COMPANY, AN ILLINOIS CORPORATION, DATED MARCH 26, 1984 AND RECORDED APRIL 26, 1984 AS DOCUMENT NO. 27060861, AS AMENDED BY DOCUMENT DATED OCTOBER 1, 1985 AND RECORDED MARCH 15, 1989 AS DOCUMENT NO. 89114730 FOR A ROADWAY FOR INGRESS AND EGRESS TO AND FROM PARCEL 2 OVER THE WEST 46.00 FEET, AND OVER THE 60 FOOT BY 60 FOOT SQUARE IN THE SOUTHWESTERN CORNER OF THE EAST 433.00 FEET OF LOTS 1 AND 6 (EXCEPT THE EAST 33.00 FEET OF EACH OF SAID LOTS 1 AND 6 AND EXCEPT THE NORTH 50.00 FEET THEREOF) IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office