

# UNOFFICIAL COPY

Doc#: 2225012352 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 09/07/2022 12:20 PM Pg: 1 of 5

**RECORDATION REQUESTED BY:**

Fifth Third Bank, National  
Association  
Attn: Post Closing Exceptions,  
MD ROPS56  
1850 East Paris Avenue SE  
Grand Rapids, MI 49546

**WHEN RECORDED MAIL TO:**

Fifth Third Bank, National  
Association  
Attn: Post Closing Exceptions,  
MD ROPS56  
1850 East Paris Avenue SE  
Grand Rapids, MI 49546

**SEND TAX NOTICES TO:**

Fifth Third Bank, National  
Association  
Attn: Escrow Processing,  
MD1MOCB7  
5050 Kingsley Drive  
Cincinnati, OH 45227

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

D Rodriguez  
Fifth Third Bank, National Association  
222 South Riverside Plaza  
Chicago, IL 60606

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated August 15, 2022, is made and executed between JDCK TWO, LLC, whose address is 1680 Elmhurst Road, Elk Grove Village, IL 60007 (referred to below as "Grantor") and Fifth Third Bank, National Association, whose address is 222 South Riverside Plaza Chicago, IL 60606 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 15, 2020 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage (the "Initial Mortgage") dated as of May 15, 2020, recorded on May 22, 2020 as Document No. 2014308013 and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on May 22, 2020 as Document No. 2014308014.

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

LOT 1 IN KURGAN'S RESUBDIVISION OF THE SOUTH 206 FEET (AS MEASURED ALONG THE WEST LINE THEREOF) OF LOT 22 (EXCEPTING THE EAST 12 FEET THEREOF) IN CENTEX INDUSTRIAL PARK UNIT NUMBER 5, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED JULY 5, 1979 AS DOCUMENT NO. 3102350, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1680 Elmhurst Road, Elk Grove Village, IL 60007.

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## MODIFICATION OF MORTGAGE (Continued)

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The Real Property tax identification number is 08-35-202-046-0000.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated May 15, 2020 in the current principal amount of \$2,000,000.00 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time

The paragraph titled "CROSS-COLLATERALIZATION" set forth in the Mortgage is amended as follows:

In addition to the Note, this Mortgage Modification secures all obligations, debts and liabilities, plus interest thereon, of any one or more of Grantor, Borrower, Global Network Security, Inc. and JDCK One, LLC and JDCK Two, LLC each an "Obligor" to Lender, as well as all claims by Lender against any Obligor, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether such Obligor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. Such secured obligations, include, without limitation, (a) that certain Promissory Note dated August 15, 2022 in the original principal amount of \$1,250,000.00 executed by Global Network Security, Inc. payable to the order of Lender, and (b) that certain Promissory Note dated May 19, 2022 in the original principal amount of \$1,500,000.00 executed by Global Network Security, Inc. payable to the order of Lender, and (c) that certain Promissory Note dated August 15, 2022 in the original principal amount of \$1,083,126.40 executed by JDCK One LLC payable to the order of Lender, and (d) that certain Promissory Note dated May 15, 2020 in the original principal amount of \$2,000,000.00 executed by JDCK Two, LLC payable to the order of Lender, each as amended, restated, supplemented, modified or replaced from time to time.

The paragraph titled "EVENTS OF DEFAULT" set forth in the Mortgage is supplemented to include the following:

**Additional Event of Default.** In addition to the Events of Default set forth elsewhere herein, an Event of Default shall occur hereunder if a default or event of default shall occur under any agreement between the Lender and Global Network Security, Inc. and JDCK One LLC and JDCK Two, LLC.

The paragraph titled "FUTURE ADVANCES" set forth in the Mortgage, such paragraph is amended as follows (if there is no paragraph titled "Future Advances" this provision shall be disregarded and of no force or effect):

In addition to the Note, this Mortgage secures all future advances made by Lender to Global Network Security, Inc. or to JDCK One LLC or to JDCK Two, LLC whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Global Network Security, Inc. or to JDCK One LLC or to JDCK Two LLC, together with all interest thereon.

The paragraph titled "MAXIMUM LIEN" set forth in the Mortgage is amended as follows:

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 \$11,666,252.80.

**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

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## MODIFICATION OF MORTGAGE (Continued)

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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 15, 2022.**

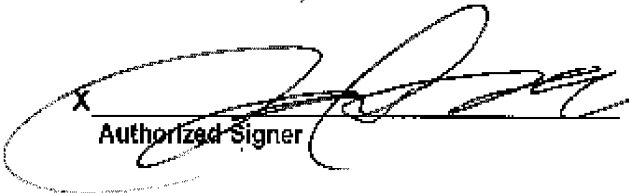
GRANTOR:

JDCK TWO, LLC

By:   
Nan Y. Chang, Manager of JDCK TWO, LLC

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

  
x  
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 15<sup>th</sup> day of August, 2022 before me, the undersigned Notary Public, personally appeared Nan Y. Chang, Manager of JDCK TWO, 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 Jennifer Kim Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 9/14/2025



Deputy County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 15<sup>th</sup> day of August, 2022 before me, the undersigned Notary Public, personally appeared Sung Park and known to me to be the Senior Vice President, authorized agent for Fifth Third Bank, National Association that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Fifth Third Bank, National Association, duly authorized by Fifth Third Bank, National Association 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 Fifth Third Bank, National Association.

By Jennifer Kim Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 9/14/2025



Cook County Clerk's Office