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[Lincoln Square]

THIS INSTRUMENT PREPARED BY:

Kay K. Bains
Walston, Wells, Anderson & Bains, LLP,
Financial Center,
505 20th Street North, Suite 500,
Birmingham, Alabama 35203



Eugene "Gene" Moore Fee: \$50.50
Cook County Recorder of Deeds
Date: 07/09/2003 03:01 PM Pg: 1 of 14

STATE OF ILLINOIS)
COUNTY OF COOK)

SECOND MORTGAGE MODIFICATION AND SECOND AMENDMENT TO CROSS-COLLATERALIZATION, CROSS-DEFAULT AND MORTGAGE MODIFICATION AGREEMENT

THIS SECOND MORTGAGE MODIFICATION AND SECOND AMENDMENT TO CROSS COLLATERALIZATION, CROSS-DEFAULT AGREEMENT AND MORTGAGE MODIFICATION AGREEMENT (this "**Amendment**") is made as of this 16th day of May, 2003, by and between SENIOR LIFESTYLE MAPLEWOOD LIMITED PARTNERSHIP, a Delaware limited partnership (hereinafter called the "**Borrower or Lincoln Square**"), as Mortgagor, whose address is c/o Horizon Bay Management, L.L.C., 5102 W. Laurel Street, Suite 700, Tampa, FL 33607, and GMAC COMMERCIAL MORTGAGE CORPORATION, a California corporation (hereinafter called "**Lender**"), as Mortgagee, whose address is 200 Witmer Road, Horsham, Pennsylvania 19044-0809.

RECITALS:

A. On September 24, 1999, Lender made a loan to Borrower, in the original principal amount of \$9,060,640.00 (the "**Lincoln Square Loan**"), pursuant to the terms and provisions of that certain Construction Loan Agreement dated as of September 24, 1999, by and between Borrower and Lender (together with all amendments and supplements thereto, the "**Lincoln Square Loan Agreement**"), and secured in part by (i) that certain Mortgage and Security Agreement executed by Borrower and Lender, dated as of September 24, 1999, recorded in the land records of Cook County, Illinois, under Clerk's Document Number 99912708 (together with all amendments and supplements thereto, the "**Lincoln Square Mortgage**"), creating a first lien on the land described therein, and (ii) that certain Cross-Collateralization, Cross-Default Agreement and Mortgage Modification Agreement executed by and between Borrower and Lender, dated as of September 24, 1999, recorded in the land records of Cook County, Illinois, under Clerk's Document Number 99912710 (together with all amendments and supplements thereto, the "**Lincoln Square Cross-Collateralization Agreement**"), modifying the Lincoln Square Mortgage and further securing the Lincoln Square Loan.

B. The Lincoln Square Loan is evidenced by a Promissory Note dated as of September 24, 1999, in the stated principal amount of \$9,060,640.00, executed by Borrower and

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payable to the order of Lender, its successors and assigns (as the same may be renewed, extended, modified or amended, the "**Lincoln Square Note**"). The Lincoln Square Note, the Lincoln Square Loan Agreement, the Lincoln Square Mortgage, the Lincoln Square Cross-Collateralization Agreement and any and all other documents, certificates, instruments and agreements executed in connection with the Lincoln Square Loan or to otherwise evidence or secure the Lincoln Square Loan, together with all amendments and supplements thereto and extensions and substitutions thereof, are referred to herein as the "**Lincoln Square Loan Documents**."

C. On October 23, 1998, Lender also made a loan to Olympia Fields Senior Housing, L.L.C., a Delaware limited liability company and an affiliate of Borrower ("**Olympia**"), in the original principal amount of \$23,510,000.00 (the "**Olympia Loan**"), pursuant to the terms and provisions of that certain Construction Loan Agreement dated as of October 23, 1998, by and between Olympia and Lender (together with all amendments and supplements thereto, the "**Olympia Loan Agreement**"), and secured in part by (i) that certain Mortgage and Security Agreement executed by Olympia and Lender, dated as of October 23, 1998, recorded in the land records of Cook County, Illinois, under Clerk's Document Number 98960737 (together with all amendments and supplements thereto, the "**Olympia Mortgage**"), creating a first lien on the land described therein, and (ii) that certain Cross-Collateralization and Cross-Default Agreement executed by and between Olympia and Lender, dated as of October 23, 1998, recorded in the land records of Cook County, Illinois, under Clerk's Document Number 98960739 (together with all amendments and supplements thereto, the "**Olympia Cross-Collateralization Agreement**"), modifying the Olympia Mortgage and further securing the Olympia Loan.

D. The Olympia Loan is evidenced by a Promissory Note dated as of October 23, 1998, in the stated principal amount of \$23,510,000.00, executed by Olympia and payable to the order of Lender, its successors and assigns (as the same may be renewed, extended, modified or amended, the "**Olympia Note**"). The Olympia Note, the Olympia Loan Agreement, the Olympia Mortgage, the Olympia Cross-Collateralization Agreement and any and all other documents, certificates, instruments and agreements executed in connection with the Olympia Loan or to otherwise evidence or secure the Olympia Loan, together with all amendments and supplements thereto and extensions and substitutions thereof, are referred to herein as the "**Olympia Loan Documents**."

E. On February 8, 2000, Lender made a loan to Regency Assisted Living, Ltd, a Texas limited partnership and an affiliate of Borrower and Lincoln Square ("**Regency**"), in the original principal amount of \$9,200,000.00 (the "**Regency Loan**"), pursuant to the terms and provisions of that certain Loan Agreement dated as of February 8, 2000, by and between Regency and Lender (together with all amendments and supplements thereto, the "**Regency Loan Agreement**"), and secured in part by (i) that certain Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing dated as of February 8, 2000, recorded in the land records of Harris County, Texas, under Clerk's File Number U219915 (together with all amendments and supplements thereto, the "**Regency Deed of Trust**"), creating a first lien on the land described therein, and (ii) that certain Cross-Collateralization, Cross-Default and Deed of Trust Modification Agreement executed by Regency and Lender dated as of even date herewith (together with all amendments and supplements thereto, the "**Regency Cross-Collateralization Agreement**") modifying the Regency Deed of Trust and further securing the Regency Loan.

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F. The Regency Loan is evidenced by a Promissory Note dated as of February 8, 2000, in the stated principal amount of \$9,200,000.00 executed by Regency and payable to the order of Lender, its successors and assigns (as the same may be renewed, extended, modified or amended, the "**Regency Note**"). The Regency Note, the Regency Loan Agreement, the Regency Deed of Trust, the Regency Cross-Collateralization Agreement and any and all other documents, certificates, instruments and agreements executed in connection with the Regency Loan or to otherwise evidence or secure the Regency Loan, together with all amendments and supplements thereto and extensions and substitutions thereof are referred to herein as the "**Regency Loan Documents**".

G. The Olympia Loan is being repaid and hence will no longer be cross-defaulted or cross-collateralized with the other Related Loans (hereinafter defined). The Lincoln Square Loan and the Regency Loan (collectively, the "**Related Loans**") are cross-collateralized and cross-defaulted pursuant to the Lincoln Square Cross-Collateralization Agreement and the Regency Cross-Collateralization Agreement.

H. As a condition precedent to making loans to affiliates of the Borrower as described below, Lender has required that the Lincoln Square Loan Documents and the Regency Loan Documents (collectively, the "**Related Loan Documents**") continue to be cross-collateralized and cross-defaulted with one another and that each of Lincoln Square and Regency (individually, a "**Borrower**", and, collectively, the "**Borrowers**") agree to pay all amounts due and payable under the Related Loan Documents (collectively, the "**Indebtedness**") and perform all of the obligations of the other Borrowers with respect to the Related Loans.

I. Borrower has requested that Lender make loans to the affiliates of the Borrower listed on Exhibit B (the "**New Borrowers**"), which loans are the principal amounts also described in Exhibit B attached hereto (such principal amounts, together with interest and agreed charges thereon being collectively referred to herein as the "**New Loans**"). The New Loans are, or will be, evidenced by the promissory notes, and secured by the mortgage or deed of trust and security agreements, more particularly described in Exhibit B attached hereto (such documents being collectively referred to herein as the "**New Loan Documents**"). As a condition to making the New Loans, Lender has required that the Related Loans be cross-defaulted and cross-collateralized with the New Loans.

J. Each Borrower is an affiliate of the other Borrower and the New Borrowers and will receive a direct and material benefit from the loan made by Lender to the other Borrowers.

K. Lincoln Square is executing this Amendment to evidence its continuing agreement (a) to pay and perform as and when due all of the indebtedness (the "**Indebtedness**") of the other Borrowers under the Related Loan Documents and of the New Borrowers under the New Loan Documents (b) that its obligations under this Amendment shall be secured by the Lincoln Square Mortgage, and (c) to bear joint and several liability for the Indebtedness of all other Borrowers and New Borrowers to the full extent of its property mortgaged pursuant to the Lincoln Square Mortgage as set forth in this Amendment.

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AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, to induce Lender to make loans to the New Borrowers, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees with Lender, and Lender agrees with Borrower, as follows:

1. Amendments to Mortgage. The Lincoln Square Mortgage is hereby amended as follows:

A. The address of Borrower set forth in the first paragraph of the Mortgage is hereby amended and revised to c/o Horizon Bay Management, L.L.C., 5102 W. Laurel Street, Suite 700, Tampa, FL 33607.

B. Definitions. Section 1. of the Lincoln Square Mortgage, entitled “**Definitions**”, is amended as follows:

(i) The definition of “**Cross-Collateralization and Cross-Default Agreement**” is hereby deleted in its entirety and the following definition is substituted therefore:

“Cross-Collateralization and Cross-Default Agreement” means that certain Cross-Collateralization, Cross-Default Agreement and Mortgage Modification Agreement dated September 24, 1999 by and between Mortgagor and Mortgagee and recorded in the land records of Cook County, Illinois under Clerk’s Document Number 99912710 as modified by that certain Mortgage Modification and First Amendment to Cross-Collateralization, Cross-Default and Mortgage Modification Agreement dated as of July 31, 2002 by and between Mortgagor and Mortgagee and recorded in the land records of Cook County, Illinois, as further modified by the Second Mortgage Modification and Second Amendment to Cross-Collateralization, Cross-Default and Mortgage Modification Agreement dated as of May 16, 2003 to be recorded in the land records of Cook County, Illinois.”

C. Subparagraph (d) of Section 24 of the Lincoln Square Mortgage, entitled “**NOTICE**”, is amended to delete the addresses for the Mortgagor and “with a copy to” in their entirety and to insert in lieu thereof the following:

Senior Lifestyle Maplewood Limited Partnership
c/o Horizon Bay Management, L.L.C.
5102 W. Laurel Street
Suite 700
Tampa, FL 33607
Attention: Jon A. DeLuca, Chief Financial Officer

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with copies to:

Goldman Sachs & Co.
100 Crescent Court
Suite 1000
Dallas, Texas 75201
Attention: Todd Williams

and

Kenneth S. Jacob, Esquire
Arent, Fox, Kintner, Plotkin and Kahn, PLLC
1050 Connecticut Avenue, N.W.
Washington, DC 20036

2. Amendments to Cross-Collateralization Agreement.

A. The term “**Affiliate Borrowers**” in the preamble of the Lincoln Square Cross-Collateralization Agreement is hereby amended to include the Borrowers set forth on Exhibit B (the “**New Affiliate Borrowers**”) to the Second Mortgage Modification and Second Amendment to Cross-Collateralization, Cross-Default and Mortgage Modification Agreement date as of May 16, 2003 (the “**Second Modification**”).

B. Paragraph 1, entitled “*Amendment of Mortgage to provide for cross-default*”, and Paragraph 2, entitled “*Amendment of Mortgage to provide for cross-collateralization*”, of the Lincoln Square Cross-Collateralization Agreement are hereby amended and restated in their entirety as follows:

“1. *Cross-collateralization.* The Lincoln Square Mortgage is hereby amended to provide that the Lincoln Square Loan is cross-collateralized with the other Related Loans, and that the Mortgaged Property described in the Lincoln Square Mortgage shall secure, in addition to the Lincoln Square Loan and on a pari passu basis with all other Related Loans, the obligations of the Affiliate Borrowers under the mortgage or deed of trust and security agreements securing the Related Loans, including, without limitation, the obligations of the Affiliate Borrowers to pay the principal of and interest on all other Related Loans, as the same may hereafter be renewed, modified, amended or extended, and to pay all other indebtedness and other agreed charges and to perform all of the terms and conditions under all other Related Loan Documents. For purposes of this Amendment and the other Lincoln Square Loan Documents, the term “**Related Loans**” shall (A) no longer include (i) that certain loan in the original principal amount of \$6,480,000.00 made by Lender to Senior Lifestyle Shreveport, L.L.C. on or about May 13, 1999 (“**Shreveport Loan**”) and the term “**Related Loan Documents**” shall no longer include any loan documents evidencing an/or securing the Shreveport Loan (“**Shreveport Loan Documents**”) or (ii) that certain loan in the original principal amount of \$23,510,000.00 made by Lender to Olympia Fields Senior Housing, L.L.C. on or about October 23, 1998 (“**Olympia Loan**”) and the term Related Loan Documents shall no longer include any loan documents evidencing and/or securing the Olympia Loan (“**Olympia Loan Documents**”) but shall (B) include the loans of the New Affiliate Borrowers set forth on Exhibit B of the Second

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Modification, and the term Related Loan Documents shall include the loan documents of the New Affiliate Borrowers set forth on Exhibit B of the Second Modification. Accordingly, neither the Shreveport Loan nor the Olympia Loan shall be cross-defaulted with any Related Loan (i.e., an Event of Default under either the Shreveport Loan Documents or the Olympia Loan Documents shall not constitute an Event of Default under any Related Loan Documents) and none of the collateral described in the Related Loan Documents shall be cross-collateralized with the collateral described in the Shreveport Loan Documents or the Olympia Loan Documents (i.e. the collateral described in the Related Loan Documents shall not secure the Shreveport Loan or the Olympia Loan or any other amounts due under the Shreveport Loan Documents or the Olympia Loan Documents).

2. *Cross-default.* The Lincoln Square Mortgage is hereby amended to provide that the Lincoln Square Loan is cross-defaulted with the Related Loans, and that the occurrence of an Event of Default, as defined in and pursuant to any of the Related Loan Documents, shall constitute an immediate Event of Default (without notice or the expiration of any cure period) under the Lincoln Square Loan Documents.”

3. Mortgage Modification. The Mortgage is hereby amended as follows:

A. to confirm the amount of the Indebtedness (as defined in the Lincoln Square Mortgage) secured by the Lincoln Square Mortgage shall also include the principal of and interest on each of the notes constituting Related Loan Documents and all expenses, charges and other amounts due and owing from time to time under any and all of the Related Loan Documents, such that the Related Loans shall be treated as if they were a single, integrated, joint and several indebtedness of Borrower (the “Combined Obligations”),

B. to provide that the Combined Obligations are secured by the Mortgaged Property as defined in the Related Loan Documents and the “Mortgaged Property” defined and described in the Lincoln Square Mortgage, and

C. to provide that if the Combined Obligations of Borrower are otherwise subject to avoidance under any Fraudulent Transfer Law (defined below), then the Combined Obligations of Borrower shall be limited to the largest amount that would not render Borrower’s obligations under the Lincoln Square Loan Documents, including, without limitation, this Amendment, subject to avoidance as a fraudulent transfer or conveyance under such Fraudulent Transfer Law. For purposes of this Amendment, “Fraudulent Transfer Law” means Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law, including any provisions of the Uniform Fraudulent Conveyance Act or Uniform Fraudulent Transfer Act, as adopted under state law.

4. Miscellaneous.

A. The Lincoln Square Cross-Collateralization Agreement and the Lincoln Square Mortgage may not be further modified, amended, supplemented or substituted except by an instrument in writing signed by each of the parties thereto.

B. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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C. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

D. This Amendment shall be governed by the laws of the State of Illinois.

E. Except as expressly provided herein, the terms and provisions of the Lincoln Square Mortgage and the Lincoln Square Cross-Collateralization Agreement shall remain unchanged, unmodified and in full force and effect as of the date hereof.

F. The recitals at the beginning of this Amendment are hereby ratified and confirmed and made a part hereof.

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IN WITNESS WHEREOF, Borrower and Lender have caused this Amendment to be properly executed by their respective duly authorized representatives as of the date first above written.

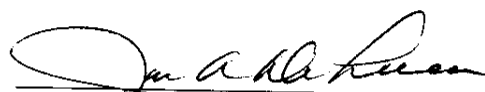
BORROWER:

SENIOR LIFESTYLE MAPLEWOOD LIMITED PARTNERSHIP, a Delaware limited liability partnership

By: Senior Lifestyle Maplewood Gen-Par, L.L.C., a Delaware limited liability company, general partner

By: WHSLC Realty, L.L.C., a Delaware limited liability company, sole Member

By: WHSLH Realty, L.L.C., a Delaware limited liability company, a Member

By: 
Jon A. DeLuca,
Vice President and
Chief Financial Officer

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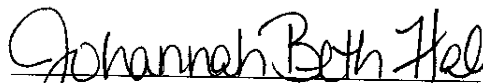
ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Hillsborough

I, Johannah Beth Hale a Notary Public in and for Hillsborough County, Florida DO HEREBY CERTIFY that Jon A. DeLuca personally known to me to be a Vice President and Chief Financial Officer of WHSLH Realty, L.L.C., a Delaware limited liability company, the member of WHSLC Realty, L.L.C., a Delaware limited liability company, the member of Senior Lifestyle Maplewood Gen-Par, L.L.C., a Delaware limited liability company, the general partner of Senior Lifestyle Maplewood Limited Partnership, a Delaware limited partnership, and personally know to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Vice President and Chief Financial Officer, he signed and delivered the said instrument as the free and voluntary act and deed of said WHSLH Realty, L.L.C., the member of WHSLC Realty, L.L.C., the member of Senior Lifestyle Maplewood Gen-Par, L.L.C., the general partner of Senior Lifestyle Maplewood Limited Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of May, 2003.


Notary Public

My Commission Expires: 4.7.07

JOHANNAH BETH HALE
Notary Public, State of Florida
My Comm. Expires Apr 7 2007
No. DD200740

UNOFFICIAL COPY**EXHIBIT "A"****[LEGAL DESCRIPTION OF PROPERTY]****PARCEL 1:**

LOTS 11 THROUGH 18, BOTH INCLUSIVE, IN BLOCK 2 IN FRED W. BRUMMEL AND COMPANY'S LINCOLN-BRYN MAWR-WESTERN SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AND THAT PART EASTERLY OF LINCOLN AVENUE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 12 (EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTH OF A LINE 200.0 FEET NORTH OF THE NORTH LINE OF BERWYN AVENUE) ALL IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT STREETS THERETOFORE DEDICATED) ACCORDING TO THE PLAT THEREOF RECORDED APRIL 12, 1923 AS DOCUMENT NO. 7879542, IN COOK COUNTY, ILLINOIS.

AND

PARCEL 2:

LOT 19 (EXCEPT THAT PART THEREOF CONVEYED TO THE CITY OF CHICAGO BY DEED FILED MAY 20, 1931 AS DOCUMENT NO. LR546181 AND DESCRIBED AS THAT PART OF SAID LOT 19 LYING WEST OF A LINE DRAWN THROUGH A POINT IN THE NORTHWEST CORNER OF SAID LOT 19 AND THROUGH A POINT IN THE SOUTH LINE OF LOT 22 IN BLOCK 2, WHICH IS 60 FEET WEST OF THE EAST LINE OF SAID LOT 22) IN BLOCK 2 IN FRED W. BRUMMEL AND COMPANY'S LINCOLN-BRYN MAWR-WESTERN SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AND THAT PART EASTERLY OF LINCOLN AVENUE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 12 (EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTH OF A LINE 200.0 FEET NORTH OF THE NORTH LINE OF BERWYN AVENUE) ALL IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT STREETS THERETOFORE DEDICATED) ACCORDING TO THE PLAT THEREOF RECORDED APRIL 12, 1923 AS DOCUMENT NO. 7879542, IN COOK COUNTY, ILLINOIS.

Property Address: 5527 N. Maplewood
Chicago, IL 60625

Property Index #s:	13-12-207-011	13-12-207-012
	13-12-207-013	13-12-207-014
	13-12-207-015	13-12-207-016

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EXHIBIT B

New Borrowers

1. Borrower: Senior Lifestyle East Bay Limited Partnership, a Delaware limited partnership ("East Bay")
 Loan Amount: \$8,150,000
 Type of Facility: Independent/Assisted Living facility
 # of beds/units: 101 units
 Facility Address: 1440 Wampanoag Trail
 East Providence, RI 02915
2. Borrower: Senior Lifestyle North Bay Limited Partnership, a Delaware limited partnership ("North Bay")
 Loan Amount: \$13,020,000
 Type of Facility: Independent/Assisted Living facility
 # of beds/units: 136 units
 Facility Address: 171 Pleasant View Avenue
 Smithfield, RI 02917
3. Borrower: Senior Lifestyle Horizon Bay Limited Partnership, a Delaware limited partnership ("South Bay")
 Loan Amount: \$12,230,000
 Type of Facility: Independent/Assisted Living facility
 # of beds/units: 108 units
 Facility Address: 1959 Kingstown Road
 South Kingstown, RI 02879
4. Borrower: Integrated Living Communities of Dallas, L.P., a Delaware limited partnership ("Treemont")
 Loan Amount: \$14,700,000
 Type of Facility: Independent Living facility
 # of beds/units: 250 units
 Facility Address: 5550 Harvest Hill Road
 Dallas, TX 75230

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NEW LOAN DOCUMENTS

1. Regarding South Bay:
 - A. Promissory Note of even date herewith, in the original principal amount of \$12,607,500 executed by South Bay Borrower and payable to Lender.
 - B. Loan Agreement of even date herewith by and between South Bay Borrower and Lender.
 - C. Mortgage, Fixture Filing and Security Agreement, of even date herewith, executed by South Bay Borrower for the benefit of the Lender.
 - D. Assignment of Leases and Rents of even date herewith, executed by South Bay Borrower for the benefit of Lender.
 - E. Cross-Collateralization, Cross-Default and Mortgage Modification Agreement of even date herewith, executed by and between South Bay Borrower and Lender.
 - F. Collateral Assignment of Management Agreement of even date herewith, executed by South Bay Borrower and Manager for the benefit of Lender.
 - G. Subordination of Management Agreement of even date herewith, executed by and among Manager, South Bay Borrower, and Lender.
 - H. Assignment of Licenses, Permits and Contracts of even date herewith, executed by South Bay Borrower for the benefit of Lender.
2. Regarding North Bay:
 - A. Promissory Note of even date herewith, in the original principal amount of \$12,862,500 executed by North Bay Borrower and payable to Lender.
 - B. Loan Agreement of even date herewith by and between North Bay Borrower and Lender.
 - C. Mortgage, Fixture Filing and Security Agreement, of even date herewith, executed by North Bay Borrower for the benefit of the Lender.
 - D. Assignment of Leases and Rents of even date herewith, executed by North Bay Borrower for the benefit of Lender.
 - E. Cross-Collateralization, Cross-Default and Mortgage Modification Agreement of even date herewith, executed by and between North Bay Borrower and Lender.
 - F. Collateral Assignment of Management Agreement of even date herewith, executed by North Bay Borrower and Manager for the benefit of Lender.

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G. Subordination of Management Agreement of even date herewith, executed by and among Manager, North Bay Borrower, and Lender.

H. Assignment of Licenses, Permits and Contracts of even date herewith, executed by North Bay Borrower for the benefit of Lender.

3. Regarding East Bay:

A. Promissory Note of even date herewith, in the original principal amount of \$8,235,000 executed by East Bay Borrower and payable to Lender.

B. Loan Agreement of even date herewith by and between East Bay Borrower and Lender.

C. Mortgage, Fixture Filing and Security Agreement, of even date herewith, executed by East Bay Borrower for the benefit of the Lender.

D. Assignment of Leases and Rents of even date herewith, executed by East Bay Borrower for the benefit of Lender.

E. Cross-Collateralization, Cross-Default and Mortgage Modification Agreement of even date herewith, executed by and between East Bay Borrower and Lender.

F. Collateral Assignment of Management Agreement of even date herewith, executed by East Bay Borrower and Manager for the benefit of Lender.

G. Subordination of Management Agreement of even date herewith, executed by and among Manager, East Bay Borrower, and Lender.

H. Assignment of Licenses, Permits and Contracts of even date herewith, executed by East Bay Borrower for the benefit of Lender.

4. Regarding Treemont:

A. Promissory Note of even date herewith, in the original principal amount of \$12,870,000 executed by Treemont Borrower and payable to Lender.

B. Loan Agreement of even date herewith by and between Treemont Borrower and Lender.

C. Deed of Trust, Fixture Filing and Security Agreement, of even date herewith, executed by Treemont Borrower for the benefit of the Lender.

D. Assignment of Leases and Rents of even date herewith, executed by Treemont Borrower for the benefit of Lender.

E. Cross-Collateralization, Cross-Default and Deed of Trust Modification Agreement of even date herewith, executed by and between Treemont Borrower and Lender.

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F. Collateral Assignment of Management Agreement of even date herewith, executed by Treemont Borrower and Manager for the benefit of Lender.

G. Subordination of Management Agreement of even date herewith, executed by and among Manager, Treemont Borrower, and Lender.

H. Assignment of Licenses, Permits and Contracts of even date herewith, executed by Treemont Borrower for the benefit of Lender.

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