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Eugene "Gene" Moore Fee: \$46.50  
Cook County Recorder of Deeds  
Date: 06/08/2005 10:34 AM Pg: 1 of 12

**FIRST MODIFICATION TO RECORDED DOCUMENTS**

between

**SM LTCB LANSING, LLC**  
(as Borrower)

and

**DEVELOPERS DIVERSIFIED REALTY CORPORATION**  
(as Lender)

Dated: As of May 31, 2005

Property Location: 16795 South Torrence Avenue  
Lansing, Illinois

DOCUMENT PREPARED BY AND, WHEN RECORDED, RETURN TO:

Kaye Scholer LLP  
425 Park Avenue  
New York, New York 10022  
Attention: Bea Drechsler, Esq.



8065378, GTC, P15

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## FIRST MODIFICATION TO RECORDED DOCUMENTS

**THIS FIRST MODIFICATION TO RECORDED DOCUMENTS** (this "**Modification**"), made as of May 31, 2005, between **SM LTCB LANSING, LLC**, a Delaware limited liability company, having an office c/o Developers Diversified Realty Corporation, 3300 Enterprise Parkway, Beachwood, Ohio 44122 (herein, "**Borrower**"), and **DEVELOPERS DIVERSIFIED REALTY CORPORATION**, an Ohio corporation having an office at 3300 Enterprise Parkway, Beachwood, Ohio 44122, together with its successors, assigns and transferees (herein "**Lender**").

### WITNESSETH:

#### WITREAS:

A. Greenwich Capital Financial Products, Inc. ("**Original Lender**") and the parties listed on Exhibit A hereto ("**Borrowers**") are parties to that certain Amended and Restated Loan Agreement dated as of December 3, 2002, as amended by that certain Amendment to Loan Agreement dated as of May 29, 2003 (as so amended, the "**Original Loan Agreement**"), pursuant to which a secured mortgage loan (the "**Original Loan**") in the maximum principal amount of up to \$125,193,381 was made by Original Lender to Borrowers, which Loan was evidenced by that certain Amended and Restated Promissory Note dated as of December 3, 2002 (the "**Original Note**") in the original principal amount of up to \$125,193,381.

B. As security for the Original Loan, Borrower executed (i) that certain Mortgage, Assignment of Leases and Rents and Security Agreement described on Exhibit B attached hereto (the "**Original Mortgage**") and (ii) that certain Assignment of Leases and Rents described on Exhibit B attached hereto (the "**Original Assignment**"), and together with the Original Mortgage, collectively, the "**Original Recorded Documents**"; the Original Recorded Documents, as amended by this Modification, shall hereafter be referred to as the "**Recorded Documents**").

C. The Original Recorded Documents encumber, among other things, all of Borrower's right title and interest in and to Borrower's fee estate to certain parcels of real property (the "**Premises**") described in Exhibit C attached hereto, and the improvements located thereon.

D. In connection with a Secondary Market Transaction, Original Lender had assigned its right, title and interest in and to the Original Loan and the Original Note to the trustee (the "**Trustee**") established in connection with such Secondary Market Transaction.

E. Immediately prior hereto, the Original Loan and the Original Note were acquired by, and the Original Loan Agreement, the Original Note, the Original Recorded Documents and all of the other Loan Documents were assigned to, Lender from the Trustee.

F. On the date hereof, Borrowers and Lender have entered into that certain Second Amendment to Loan Agreement, Amendment to Promissory Note, and Reaffirmation Agreement which decreased the principal amount of the Original Loan and the Original Note to

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\$101,350,000 (the Original Loan, the Original Loan Agreement and the Original Note, as so decreased and amended, are hereafter respectively, the “**Amended Loan**”, the “**Amended Loan Agreement**” and the “**Amended Note**”). Any capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Amended Loan Agreement.

G. Borrower and Lender wish to amend certain provisions of the Original Recorded Documents as set forth herein.

**NOW, THEREFORE**, in order to confirm that (i) the “Note” and “Loan Agreement” secured by the Recorded Documents are the Amended Note and the Amended Loan Agreement and that (ii) the principal secured by the Recorded Documents is decreased to \$101,350,000, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. Modification of Original Recorded Documents.

(a) All references in the Original Recorded Documents to the Note shall mean the Amended Note, as the same may hereafter be further amended, modified, supplemented, extended or restated from time to time.

(b) All references in the Original Recorded Documents to the Loan Agreement shall mean the Amended Loan Agreement, as the same may hereafter be further amended, modified, supplemented or restated from time to time.

(c) All references in the Original Recorded Documents to the Loan shall mean the Amended Loan, as the same may hereafter be further amended, modified, supplemented, extended or restated from time to time.

2. Borrower Representations. Borrower hereby represents and warrants to Lender as of the date hereof as follows:

(a) Authorization and Power. Borrower has the power and requisite authority to execute, deliver and perform its obligations under this Modification and any other document executed in connection herewith and is duly authorized to, and has taken all action necessary to authorize it to, execute, deliver and perform its obligations under this Modification.

(b) Valid and Binding Obligations. This Modification constitutes legal, valid and binding obligations of Borrower enforceable in accordance with its terms.

(c) Consents, Etc. No consent, approval, authorization or order of any court or Governmental Authority or any third party is required in connection with the execution and delivery by Borrower of this Modification or to consummate the transactions contemplated hereby, which consent has not been obtained.

(d) No Offsets; Defenses. There are no existing claims by Borrower against Lender and there are no offsets or defenses by Borrower to the payment of any amounts required under the Loan Documents or otherwise to the enforcement by Lender of the Loan Documents.

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(e) Representations Contained in the Loan Documents. All of the representations and warranties of the Borrower contained in the Loan Documents remain true, accurate and complete in all material respects as of the date hereof, and are not misleading in any material respect, other than with respect to changes in the state of facts which would not otherwise constitute a default or otherwise be prohibited under the Loan Documents.

3. Ratification and Reaffirmation. Borrower hereby ratifies, confirms and reaffirms, as of the date hereof, in all respects and without condition, all of the terms, covenants and conditions set forth in the Original Recorded Documents to which it is a party (as modified hereby) and agrees that each of the Original Recorded Documents (as modified hereby) remains in full force and effect as of the date hereof, and nothing herein contained shall be construed to impair the security or affect the lien of the Original Recorded Documents, nor impair any rights or powers which Lender or its successors and assigns may have for the nonperformance of any term contained in any of the Original Recorded Documents. All collateral, Liens and other security interests and pledges created pursuant to, or referred to in, the Original Recorded Documents, shall continue to secure the Debt due under the Amended Loan Agreement, the Amended Note and/or any of the Original Recorded Documents, as amended hereby.

4. Successor and Assigns. This Modification shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

5. Counterparts. This Modification may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one original.

6. Governing Law. This Modification shall be governed by, and be construed in accordance with, the laws of the state in which the Premises is located without regard to conflict of law provisions thereof.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

**Borrower:**

**SM LTCB LANSING, LLC,**  
a Delaware limited liability company

By: *Joan Allgood*  
Joan Allgood  
Vice President

**Lender:**

**DEVELOPERS DIVERSIFIED  
REALTY CORPORATION,**  
an Ohio corporation

By: *David E. Weiss*  
David E. Weiss  
Vice President

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STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

May 26, 2005

Personally appeared Joan Allgood, the Vice President of SM LTCB LANSING, LLC, a Delaware limited liability company, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed as such Vice President and the free act and deed of said limited liability company, before me.

Catherine B. Kletecka

Notary Public

My Commission Expires: 1-3-2007

[SEAL]

CATHERINE B. KLETECKA  
Notary Public, State of Ohio  
My Commission Expires: Jan. 3, 2007

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STATE OF Ohio )  
 ) ss.  
COUNTY OF Cuyahoga )

May 26, 2005

Personally appeared David E. Weiss, the Vice President of DEVELOPERS DIVERSIFIED REALTY CORPORATION, an Ohio corporation, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such Vice President and the free act and deed of said corporation, before me.

Deborah C Koch

Notary Public

My Commission Expires:



DEBORAH KOCH  
Notary Public, State of Ohio  
Portage County  
My Commission Expires  
October 29, 2008

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**UNOFFICIAL COPY****EXHIBIT A****Borrowers**

**KLA/SM, L.L.C.**, a Delaware limited liability company  
**KLA/SM CM, LLC**, a Delaware limited liability company  
**SM NEWCO AUGUSTA, LLC**, a Delaware limited liability company  
**SM NEWCO ARLINGTON HEIGHTS, LLC**, a Delaware limited liability company  
**SM NEWCO BRADENTON, LLC**, a Delaware limited liability company  
**SM NEWCO BURBANK, LLC**, a Delaware limited liability company  
**SM NEWCO CHESAPEAKE, LLC**, a Delaware limited liability company  
**SM NEWCO COLUMBIA - DIAMOND LANE, LLC**, a Delaware limited liability company  
**SM NEWCO CRYSTAL LAKE, LLC**, a Delaware limited liability company  
**SM NEWCO DAYTONA BEACH, LLC**, a Delaware limited liability company  
**SM NEWCO DOVER, LLC**, a Delaware limited liability company  
**SM NEWCO EVANSVILLE, LLC**, a Delaware limited liability company  
**SM NEWCO GLENDALE, LLC**, a Delaware limited liability company  
**SM NEWCO HATTIESBURG, LLC**, a Delaware limited liability company  
**SM NEWCO HOUMA, LLC**, a Delaware limited liability company  
**SM NEWCO HUNTSVILLE, LLC**, a Delaware limited liability company  
**SM NEWCO KNOXVILLE, LLC**, a Delaware limited liability company  
**SM NEWCO LEXINGTON, LLC**, a Delaware limited liability company  
**SM NEWCO MANCHESTER, LLC**, a Delaware limited liability company  
**SM NEWCO MESA - EAST SOUTHERN AVENUE, LLC**, a Delaware limited liability company  
**SM NEWCO MESA, LLC**, a Delaware limited liability company  
**SM NEWCO MIDDLETOWN, LLC**, a Delaware limited liability company  
**SM NEWCO MISHAWAKA, LLC**, a Delaware limited liability company  
**SM NEWCO NEWINGTON, LLC**, a Delaware limited liability company  
**SM NEWCO OCALA, LLC**, a Delaware limited liability company  
**SM NEWCO OWENSBORO, LLC**, a Delaware limited liability company  
**SM NEWCO PADUCAH, LLC**, a Delaware limited liability company  
**SM NEWCO RALEIGH, LLC**, a Delaware limited liability company  
**SM NEWCO SCHAUMBURG, LLC**, a Delaware limited liability company  
**SM NEWCO TAMPA, LLC**, a Delaware limited liability company  
**SM NEWCO WARR ACRES, LLC**, a Delaware limited liability company  
**SM NEWCO WAUKEGAN, LLC**, a Delaware limited liability company  
**SM NEWCO WAYNE, LLC**, a Delaware limited liability company  
**SM NEWCO WESTLAND, LLC**, a Delaware limited liability company  
**SM NEWCO ARLINGTON, L.P.**, a Texas limited partnership  
**SM NEWCO TYLER, L.P.**, a Texas limited partnership  
**SM NEWCO SUGAR LAND, L.P.**, a Texas limited partnership  
**SM NEWCO SAN ANTONIO, L.P.**, a Texas limited partnership  
**SM NEWCO RICHARDSON, L.P.**, a Texas limited partnership  
**SM NEWCO WILKES BARRE, L.P.**, a Pennsylvania limited partnership  
**SM LTCB LANSING, LLC**, a Delaware limited liability company



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**SM LTCB LEESBURG, LLC**, a Delaware limited liability company  
**SM LTCB LOUISVILLE, LLC**, a Delaware limited liability company  
**SM LTCB MORROW, LLC**, a Delaware limited liability company  
**SM LTCB ST. PETERSBURG, LLC**, a Delaware limited liability company  
**SM LTCB STUART, LLC**, a Delaware limited liability company  
**SM LTCB ALLENTOWN, L.P.**, a Pennsylvania limited partnership  
**SM LTCB BAYTOWN, L.P.**, a Texas limited partnership  
**SERVICE BATON ROUGE, LLC**, a Delaware limited liability company  
**SERVICE PENSACOLA, LLC**, a Delaware limited liability company  
**SERVICE TYLER, L.P.**, a Texas limited partnership  
**SERVICE LONGVIEW, L.P.**, a Texas limited partnership

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## EXHIBIT B

### Original Documents

1. Mortgage, Assignment of Leases and Rents and Fixture Filing by Borrower filed on December 24 2002, with Cook County, Illinois as Document Number 0021433424.
2. Assignment of Leases and Rents by Borrower filed on December 24, 2002, with Cook County, Illinois as Document Number 0021433429.

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## EXHIBIT C

Legal Description of Property

*[Handwritten scribbles]*

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*[Handwritten]* P. # 30-19-300-019-0000  
038-0000  
039-0000

*[Handwritten scribbles]*

**UNOFFICIAL COPY****LEGAL DESCRIPTION****SM LTCB LANSING, LLC**

PARCEL 1:

LOT 8 (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 10, THENCE NORTH 0 DEGREES 15 MINUTES 50 SECONDS EAST OF THE EAST LINE OF LOT 10 EXTENDED NORTH A DISTANCE OF 6.5 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 10 SECONDS WEST A DISTANCE OF 15.0 FEET TO THE WEST LINE OF LOT 8; THENCE SOUTH 0 DEGREES 15 MINUTES 50 SECONDS WEST A DISTANCE OF 6.5 FEET TO THE NORTH LINE OF LOT 10; THENCE SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST A DISTANCE OF 15.0 FEET TO THE POINT OF BEGINNING)

ALSO

THE SOUTH 8.5 FEET OF THE EAST 18.25 FEET OF THE WEST 33.0 FEET OF LOT 9; ALSO THE SOUTH 1.00 FOOT OF THE EAST 241 FEET OF LOT 9;

ALSO

THAT PART OF OUTLOT A DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF LOT 9, THENCE SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST OF THE SOUTH LINE OF LOT 9 A DISTANCE OF 14.75 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST A DISTANCE OF 3.25 FEET TO THE WEST LINE OF LOT 8; THENCE SOUTH 0 DEGREES 15 MINUTES 50 SECONDS WEST A DISTANCE OF 168.5 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 10 SECONDS WEST A DISTANCE OF 3.25 FEET; THENCE NORTH 0 DEGREES 15 MINUTES 50 SECONDS EAST A DISTANCE OF 168.5 FEET TO THE POINT OF BEGINNING, ALL IN THE LANDINGS PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR THE PURPOSE OF PARKING, INGRESS AND EGRESS, AND COMMON UTILITY FACILITIES AS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS RECORDED AUGUST 16, 1985 AS DOCUMENT NUMBER 85149087 AND AS CREATED BY DEED FROM AMALGAMATED TRUST & SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NUMBER 4951, TO SERVICE MERCHANDISE COMPANY, INC., RECORDED OCTOBER 15, 1985 AS DOCUMENT 85235395 AND AS AMENDED BY FIRST AMENDMENT TO SAID DECLARATION RECORDED DECEMBER 18, 1985 AS DOCUMENT 85329731 AND AS FURTHER AMENDED BY SECOND AMENDMENT TO SAID DECLARATION RECORDED MARCH 11, 1988 AS DOCUMENT 88103519, AND AS FURTHER AMENDED BY THIRD AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING AGREEMENT RECORDED MAY 10, 2000 AS DOCUMENT 00331108, OVER AND ACROSS "COMMON AREA" AS SUCH IS DEFINED AND LIMITED THEREIN.

PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND UTILITY FACILITIES AS SET FORTH IN ROAD AND UTILITY RECIPROCAL EASEMENT AGREEMENT DATED JULY 31, 1985 RECORDED AUGUST 16, 1985 AS DOCUMENT 85149084 AND AMENDMENT THERETO DATED JANUARY 15, 1986 RECORDED SEPTEMBER 30, 1986 AS DOCUMENT 86446672, OVER THAT PORTION OF NORTH EDGE ROAD RIGHT OF WAY AS DEFINED AND LIMITED THEREIN.