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0713809043

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

Bell, Boyd & Lloyd LLP
70 West Madison Street
Suite 3100
Chicago, Illinois 60602
Carolyn A. Jayne, Esq.

Doc#: 0713809043 Fee: \$94.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/18/2007 10:39 AM Pg: 1 of 36

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SIXTH MODIFICATION OF LOAN DOCUMENTS AND JUNIOR MORTGAGE AND WAIVER

THIS SIXTH MODIFICATION OF LOAN DOCUMENTS AND JUNIOR MORTGAGE AND WAIVER (this "Agreement") is made as of the 30th day of April, 2007, by and among Careplus Management, Inc., an Illinois corporation ("Careplus"), Sherwin Ray ("Mr. Ray"), Helen Ray ("Ms. Ray"), Jakob Bakst ("Mr. Bakst") and Eric Rothner ("Mr. Rothner") and collectively with Careplus, Mr. Ray, Ms. Ray and Mr. Bakst referred to herein as "Borrowers" and each, a "Borrower"), Avenue Care Center, Inc., an Illinois corporation ("ACC"), Boulevard Care Center, Inc., an Illinois corporation ("BCC"), Countryside Healthcare Center, Inc., an Illinois corporation ("CHC"), East Peoria Gardens Healthcare Center, LLC, an Illinois limited liability company ("EPGHC"), Glenwood Care Center, Inc., an Illinois corporation ("Glenwood"), Hillcrest Healthcare Center, Inc., an Illinois corporation ("HHC"), The Imperial of Hazelcrest, Inc., an Illinois corporation ("Imperial"), Park House, Ltd., an Illinois corporation ("PH"), Oak Park Health Care Center, LLC, an Illinois limited liability company ("Oak Park"), Prairie Village Healthcare Center, Inc., an Illinois corporation ("PVHC"), River Park Healthcare Center, Inc., an Illinois corporation ("RPHC"), Rose Garden Care Center, Inc., an Illinois corporation ("RGCC"), Timber Point Healthcare Center, Inc., an Illinois corporation ("TPHC") and collectively with ACC, BCC, CHC, EPGHC, Glenwood, HHC, Imperial, PH, Oak Park, PVHC, RPHC and RGCC, "Guarantor" and each, a "Guarantor"), TAG Properties 18, LLC, an Illinois limited liability company ("Mortgagor") and First Bank, a Missouri state chartered bank, as successor to CIB Bank ("Lender").

RECITALS

A. Lender has heretofore made a loan to Borrowers in the principal amount of THREE MILLION SIX HUNDRED AND NO/100 DOLLARS (\$3,600,000) ("Term Loan A") and a revolving loan to Borrowers in the maximum principal amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000) (the "Revolving Loan") (Term Loan A and the Revolving Loan, as amended, amended and restated, extended, increased or decreased from time to time, are referred to collectively as the "Loan") pursuant to the terms and conditions contained in that

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certain Loan Agreement by and between Borrowers and Lender dated as of January 16, 2004 (the "Original Loan Agreement").

B. Term Loan A is evidenced by a Term Note in the principal amount of Term Loan A ("Term Note A") and the Revolving Loan is evidenced by a Revolving Note in the principal amount of the Revolving Loan (the "Original Revolving Note") (Term Note A and the Original Revolving Note, as amended, amended and restated, extended, increased or decreased from time to time, are referred to collectively as the "Note"), each made by Borrowers payable to the order of Lender and each dated January 16, 2004.

C. The Loan is secured by, among other things, (i) the Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing given by Mortgagor in favor of Lender dated as of January 16, 2004 and filed in the Office of the Recorder of Deeds, Cook County, Illinois (the "Recorder's Office") on March 31, 2004 as Document No. 0409144015 (the "Original Mortgage") encumbering certain real property as legally described on Exhibit A attached hereto; (ii) the Security Agreement by and between Careplus and Lender dated as of January 16, 2004 (the "Security Agreement") granting Lender a first security interest in all of CarePlus' personal property; (iii) the Guaranty given by Guarantors in favor of Lender as of January 16, 2004 (the "Guaranty") and (iv) certain other Loan Documents.

D. Borrowers, Mortgagor and Lender entered into that certain First Modification of Loan Documents and Junior Mortgage on or about April 27, 2004 (the "First Modification"), whereby, among other modifications to the Loan Documents, Lender agreed to extend the expiration date of that certain Irrevocable Standby Letter of Credit No. 2423336 issued by Lender in favor of LaSalle Bank NA, as beneficiary (together with any successor or assignee, "Beneficiary") in the stated amount of FIVE HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED TWELVE AND NO/100 (\$521, 512.00) (the "Letter of Credit") and the Loan Documents were amended to secure the Letter of Credit by the Mortgage.

E. Borrowers, Guarantors, Mortgagor and Lender entered into that certain Second Modification of Loan Documents and Junior Mortgage on or about July 16, 2004 (the "Second Modification"), whereby, among other modifications to the Loan Documents, the Maturity Date of the Revolving Note was extended from July 16, 2004 to December 16, 2004. In connection with the Second Modification, Borrowers delivered to Lender that certain First Amended and Restated Revolving Note (the "First Amended Note").

F. Borrowers, Guarantors, Mortgagor and Lender entered into that certain Third Modification of Loan Documents and Junior Mortgage on or about December 16, 2004 (the "Third Modification"), whereby, among other modifications to the Loan Documents, the Maturity Date of the Original Revolving Note was extended from December 16, 2004 to December 16, 2005 and the Revolving Loan was converted to a term loan ("Term Loan B"). In connection with the Third Modification, Borrowers delivered to Lender that certain Second Amended and Restated Revolving Note (the "Second Amended Note").

G. Borrowers, Guarantors, Mortgagor and Lender entered into that certain Fourth Modification of Loan Documents and Junior Mortgage on or about January 26, 2006 recorded with the Cook County Recorder of Deeds on April 26, 2006 as Document No. 0611626268, (the

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“Fourth Modification”), whereby, among other modifications to the Loan Documents, the Maturity Date of Term Loan B was extended from December 16, 2005 to November 15, 2006. In connection with the Third Modification, Borrowers delivered to Lender that certain Third Amended and Restated Term Note (the “Third Amended Note”).

H. Borrowers, Guarantors, Mortgagor and Lender entered into that certain Fifth Modification of Loan Documents and Junior Mortgage on or about November 15, 2006 recorded with the Cook County Recorder of Deeds on April 26, 2007 as Document No. 0711639147, (the “Fifth Modification”), whereby, among other modifications to the Loan Documents, the Maturity Date of Term Loan B was extended from November 15, 2006 to February 15, 2007 and the Lender agreed to waive certain events of default under Sections 5.5(b) and 5.5(e) of the Loan Agreement. In connection with the Fifth Modification, Borrowers delivered to Lender that certain Fourth Amended and Restated Term Note (the “Fourth Amended Note”).

I. The following Events of Default have occurred:

1. under Section 5.5(b) of the Loan Agreement, the Borrowers have failed, for the period ending on the Effective Date, to provide annual reviewed financial statements of Careplus containing income and expense statements and a balance sheet annually within thirty (30) days of the end of each calendar year;
2. under Section 5.5(d) of the Loan Agreement, the Borrowers have failed, for the period ending on the Effective Date, to provide company prepared financial statements of Careplus Funding, L.L.C. (“Funding”) annually within thirty (30) days of completion;
3. under Section 5.5(e) of the Loan Agreement, the Borrowers have failed, for the period ending on the Effective Date, to provide copies of filed tax returns of Funding within thirty (30) days of filing;
4. under Section 7.8(b) of the Loan Agreement, Careplus has failed, for the period ending on the Effective Date, to maintain a minimum tangible net worth of \$5,000,000; and
5. under Section 7.8(c) of the Loan Agreement, Careplus has failed, for the period ending on the Effective Date, to maintain a maximum leverage ratio of 3.75:1.00.

((1) through (5), collectively, the “Subject Defaults”). As a result of the Subject Defaults, Lender is entitled, among other things, to accelerate unpaid indebtedness evidenced by the Note, to foreclose the Mortgage and to exercise all other rights and remedies available to Lender.

J. Borrowers have requested that Lender (i) extend the Maturity Date of Term Loan B from February 15, 2007 to October 15, 2009, (ii) extend the expiration date of that certain Standby Letter of Credit issued by Lender in favor of LaSalle Bank NA, as beneficiary, in the stated face amount of five hundred twenty-one thousand five hundred twelve and no/100 dollars

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(\$521,512.00) (the "Letter of Credit") from April 29, 2007 to April 29, 2008, (iii) amend and restate the covenants set forth in Section 5.5 in the Loan Agreement, (iv) delete those certain covenants set forth in Sections 7.8(b) and 7.8(c) of the Loan Agreement; (v) add a new definition for Careplus Rehabilitative Services, L.L.C., (vi) amend the definition of Guarantor in the Loan Agreement to exclude Glenwood and Imperial (collectively, the "Released Guarantors"), (vii) waive the Subject Defaults, (viii) accept the Mutual General Release of Guaranty between Lender and the Released Guarantors (the "Mutual General Release of Guaranty") and (ix) accept its Fifth Amended and Restated Term Note (the "Fifth Amended Note") made payable by Borrowers to the order of Lender of even date herewith.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, it is hereby agreed as follows:

1. Recitals. All of the recitals set forth above are fully incorporated herein by reference with the same force and effect as though restated herein.

2. Defined Terms. The Original Revolving Note, as amended by the Second Modification, as amended by the Third Modification, as amended by the Fourth Modification, as amended by the Fifth Modification and as amended by this Agreement; and as amended and restated by the First Amended Note, the Second Amended Note, the Third Amended Note, the Fourth Amended Note and the Fifth Amended Note is hereby referred to as "Term Note B." The Original Loan Agreement, as modified and supplemented by the First Modification, the Second Modification, the Third Modification, the Fourth Modification, the Fifth Modification and this Agreement, is hereby referred to as the "Loan Agreement." The Original Mortgage, as modified and supplemented by the First Modification, the Second Modification, the Third Modification, the Fourth Modification, the Fifth Modification and this Agreement, is hereby referred to as the "Mortgage." Unless otherwise indicated or herein defined, all defined terms shall have the meaning ascribed to them in the Loan Agreement.

3. Extension of Maturity Date of Term Loan B. From and after the Effective Date, any reference to the "Maturity Date" of Term Loan B is extended to October 15, 2009. Any reference in the Loan Agreement, the Mortgage and any other Loan Document is hereby deemed changed from February 15, 2007 to October 15, 2009.

4. Extension of Expiration Date of the Letter of Credit. From and after the Effective Date, any reference to the expiration date of the Letter of Credit is extended to April 29, 2008. Any reference in the Loan Agreement, the Mortgage and any other Loan Document to the expiration date of the Letter of Credit is hereby deemed changed from April 29, 2007 to April 29, 2008.

5. Amendment to Covenants. From and after the Effective Date, Section 5.5 of the Loan Agreement is amended and restated by deleting the existing Section 5.5 in its entirety and substituting it with the following in lieu thereof:

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5.5 Reports and Financial Information. Borrowers shall furnish to Lender such information and reports, financial and otherwise, concerning Borrowers and the operation of the Premises as Lender reasonably requires, including without limitation, the following items:

(a) within sixty (60) calendar days of the end of each fiscal quarter, combined interim financial statements of Careplus, Careplus Rehab and the Guarantors, including balance sheets, statements of income and expense, all in such detail as Lender may reasonably require and stating in comparative form the respective figures for the corresponding date and period in the prior fiscal quarter;

(b) within one hundred and twenty (120) calendar days of the end of each fiscal year, combined annual compiled financial statements of Careplus, Careplus Rehab and the Guarantors, including balance sheets, statements of income and expense, all in such detail as Lender may reasonably require and stating in comparative form the respective figures for the corresponding date and period in the prior fiscal year;

(c) annually within thirty (30) days of filing, copies of all tax returns filed by Careplus;

(d) on or before July 31 of each year, personal financial statements of each individual Borrower;

(e) annually within thirty (30) days of filing but in any event on or before November 15 of each year, copies of all tax returns filed by each individual Borrower; and

(f) within sixty (60) days of the end of each calendar quarter, a quarterly compliance certificate in the form set forth as Exhibit 5.5(f) hereto, which certificate shall state that (i) each Borrower is in compliance in all material respects with all covenants applicable to such Borrower contained in this Agreement, (ii) that no Default or Event of Default has occurred or is continuing, or, if there is any such event, describing such event, the steps, if any, that are being taken to cure it, and the time within which such cure will occur and (iii) except for actions taken as permitted by this Agreement, all representations and warranties made by Borrowers herein continue to be true as of the date of such certificate, except as set forth therein. Such quarterly compliance certificate shall be signed by each Borrower and shall also contain, in a form and with such specificity as is reasonably satisfactory to Lender, such additional information as Lender shall have reasonably requested from each Borrower prior to the submission thereof.

Exhibit 5.5(f) attached hereto is hereby made a part of the Loan Agreement and is hereby incorporated therein by reference.

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6. Deletion of Certain Covenants. From and after the Effective Date, the following existing sections of the Loan Agreement are deleted in their entirety:

- a. Section 7.8(b), which required Careplus to maintain a minimum tangible net worth of \$5,000,000; and
- b. Section 7.8(c), which required Careplus to maintain a maximum leverage ratio of 3.75:1.00.

7. Amendment of the Definition of Guarantor. From and after the Effective Date, the definitions of "Guarantor" and "Guarantors" in the Loan Agreement shall no longer include the following two entities: Glenwood and Imperial.

8. Addition of Definition of Careplus Rehab. From and after the Effective Date, the following definition shall be inserted into Section 1 of the Loan Agreement, after the definition for "Appraisal":

"Careplus Rehab" shall mean Careplus Rehabilitative Services, L.L.C., an Illinois limited liability company.

9. Waiver of Covenant Violation. From and after the Effective Date, Lender shall be deemed to have waived its rights to pursue its remedies on account of the Subject Defaults, including, without limitation, its right to charge the Default Rate on account of such Subject Defaults. Such waiver (i) shall not be deemed to extend to any other Event of Default which has arisen or may hereafter arise, whether or not known to Lender or any Borrower on the date hereof, (ii) shall not be deemed to effect any amendment of the Loan Agreement or any of the other Loan Documents, all of which shall remain in full force and effect in accordance with their respective terms except as expressly amended hereby and (iii) shall not be deemed to establish a custom or course of dealing between any Borrower and Lender.

10. Conditions to Effectiveness. The effectiveness of this Agreement shall be subject to the satisfaction of all of the following conditions in a manner, form and substance satisfactory to Lender:

(a) Delivery of Documents. The following shall have been delivered to Lender, each duly authorized and executed and each in form and substance satisfactory to Lender.

(i) This Agreement;

(ii) Mutual General Release of Guaranty;

(iii) Fifth Amended Note in the principal amount of EIGHT HUNDRED FIFTY THOUSAND AND EIGHT HUNDRED AND EIGHT AND 00/100THS DOLLARS (\$850,808.00) and dated even date herewith; and

(iv) such other instruments, documents, certificates, consents, waivers and opinions as Lender may reasonably request.

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(b) No Default. No Event of Default or event which, with the giving of notice or the lapse of time, or both, would constitute an Event of Default, shall exist, other than the Subject Defaults.

(c) Material Adverse Effect. There has been no material adverse change in the financial condition of any Borrower, Guarantors (excluding the Released Guarantors) or Mortgagor since November 15, 2006.

(d) Expenses. Borrowers shall pay (i) a closing fee, which shall equal \$4,254.04, and (ii) all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

Upon the satisfaction of the conditions set forth in this Section 10, this Agreement shall be effective as of February 15, 2007 (the "Effective Date").

11. Reaffirmation. Each Borrower, Guarantor (excluding the Released Guarantors with respect to only the Guaranty) and Mortgagor do hereby reaffirm each and every covenant, condition, obligation and provision set forth in the Loan Documents, as modified hereby; provided that, for the avoidance of doubt, each Guarantor (including the Released Guarantors) does hereby reaffirm each and every covenant, condition, obligation and provision set forth in the Membership Interest Pledge Agreement dated as of January 16, 2004 among the Guarantors and Lender. Each Borrower, Guarantor (excluding the Released Guarantors with respect to only the Guaranty) and Mortgagor hereby restate and reaffirm all of the warranties and representations contained in the Loan Documents as being true and correct as of the date hereof; provided that, for the avoidance of doubt, each Guarantor (including the Released Guarantors) does hereby reaffirm all warranties and representations contained in the Membership Interest Pledge Agreement dated as of January 16, 2004 among the Guarantors and Lender.

12. References. From and after the Effective Date, all references herein to any of the Loan Documents shall be understood to be to the Loan Documents as modified hereby. From and after the Effective Date, all references in any of the Loan Documents to any other one or more of the Loan Documents shall hereafter be deemed to be to such document(s) as modified hereby. This Agreement and each document or instrument delivered pursuant to the terms hereof shall constitute a "Loan Document."

13. No Defense, Counterclaims. Each Borrower, Guarantor (including for the purposes of this section, the Released Guarantors) and Mortgagor hereby represents and warrants to, and covenants with, Lender that as of the date hereof, (a) neither Borrowers, Guarantors nor Mortgagor have any claims, defenses, offsets or counterclaims of any kind or nature whatsoever against Lender with respect to the Loan or any of the Loan Documents, or any action previously taken or not taken by Lender with respect thereto or with respect to any security interest, encumbrance, lien or collateral in connection therewith to secure the liabilities of Borrowers, Guarantors and Mortgagor, and (b) that Lender has fully performed all obligations to each Borrower, Guarantor and Mortgagor which it may have had or has on and of the date hereof.

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14. Release. Without limiting the generality of the foregoing, each Borrower, Guarantor (including for the purposes of this section, the Released Guarantors) and Mortgagor, each on its own behalf and on the behalf of its representatives, partners, shareholders, subsidiaries, affiliated and related entities, successors and assigns (hereinafter collectively referred to as the "Borrowing Group") and as to the Borrowing Group, each Borrower, Guarantor and Mortgagor represents and warrants that it has the right, power and authority to waive, release and forever discharge on behalf of the Borrowing Group, Lender and "Lender Group" as hereinafter defined) waives, releases and forever discharges Lender, and its respective partners and its and their respective officers, directors, subsidiaries, affiliated and related companies or entities, agents, servants, employees, shareholders, representatives, successors, assigns, attorneys, accountants, assets and properties, as the case may be (together hereinafter referred to as the "Lender Group") from and against all manner of actions, cause and causes of actions, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, obligations, liabilities, costs, expenses, losses, damages, judgments, executions, claims and demands, of whatsoever kind or nature, in law or in equity, whether known or unknown, whether or not concealed or hidden, arising out of or relating to any matter, cause or thing whatsoever, that any of the Borrowing Group, jointly or severally, may have had or now have against the Lender Group by reason of any matter or thing whatsoever arising out of or in way connected to, directly, or indirectly, the Loan and/or any of the Loan Documents through the date hereof except for any of the foregoing based on the gross negligence or willful misconduct of any member of the Lender Group. Each Borrower, Guarantor and Mortgagor acknowledges and agrees that Lender is specifically relying upon the representations, warranties, covenants and agreements constitute a material inducement to enter into this Agreement.

15. No Custom. This Agreement shall not establish a custom or waive, limit or condition the rights and remedies of Lender under the Loan Documents, all of which rights and remedies are expressly reserved.

16. Reaffirmation of Loan Documents, No Novation. Each Borrower, Guarantor (including for the purposes of this section, the Released Guarantors), Mortgagor and Lender acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents, including this Agreement and the Mutual General Release of Guaranty, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrowers, Guarantors, Mortgagor and Lender. Except for the modifications stated herein, the Loan Documents are not otherwise changed, modified or amended, and all other terms and conditions thereof remain in full force and effect. The respective representations and warranties of each Borrower, Guarantor and Mortgagor in the Loan Documents are, as of the date hereof, true and correct, and neither Borrowers, Guarantors nor Mortgagor know of any default under the Loan Documents. Each of the Loan Documents continues to be the valid and binding obligation of the parties thereto (excluding the Released Guarantors with respect to only the Guaranty), and each Borrower, Guarantor and Mortgagor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Loan Documents. Notwithstanding anything to the contrary contained herein, each Borrower, Guarantor, Mortgagor and Lender expressly states, declares and acknowledges that this Agreement is intended only to modify the continuing obligations of Borrowers, Guarantors and Mortgagor in

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the manner set forth herein, and is not intended as a novation of any and all amounts presently due and owing from any Borrower, Guarantor or Mortgagor to Lender.

17. Captions; Counterparts. The captions used herein are for convenience of reference only and shall not be deemed to limit or affect the construction and interpretation of the terms of this Agreement. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which shall be deemed one agreement.

18. Choice of Law; Severability and Consent to Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Illinois. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby and the provisions of this Agreement shall be severable in any such instance. Each party hereto consents to the jurisdiction of any federal or state court located in Cook County, Illinois.

19. Construction. This Agreement shall not be construed more strictly against Lender than against Borrowers, Guarantors or Mortgagor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrowers, Guarantors, Mortgagor and Lender have contributed substantially and materially to the preparation of this Agreement, and each Borrower, Guarantor, Mortgagor and Lender acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

20. No Joint Venture. Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrowers, Guarantors or Mortgagor, nor shall privity of contract be presumed to have been established with any third party.

21. Event of Default. Each Borrower hereby acknowledges and agrees that a breach of any term, provision, covenant or condition herein required of such Borrower to be kept or performed and which is not kept or performed pursuant to the terms hereof, shall constitute an Event of Default under the Loan Documents.

22. Bankruptcy. Each Borrower hereby agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, including the agreement of Lender to modify the Loan Documents as described herein, the receipt and sufficiency of which are hereby acknowledged, in the event that such Borrower shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended, (ii) be the subject of any order for relief issued under such Title 11

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of the U.S. Code, as amended, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, then, to the extent permitted by applicable law, Lender shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, or otherwise, or against the exercise of the rights and remedies otherwise available to Lender as provided in the Loan Documents, as hereby amended, and as otherwise provided by law.

Each Borrower further agrees that it will not contest and will assist Lender in connection with any motion or application of Lender made in any court of competent jurisdiction seeking enforcement of this section or otherwise seeking modification or termination of such automatic stay or other injunction in a manner consistent herewith.

23. Notices. All notices, requests, demand, and other communications permitted hereunder shall be in writing, and, together with service of process in any action growing out of the subject matter hereof, shall be delivered in person, sent by facsimile transmission, sent overnight delivery service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses or as the parties may from time to time designate in writing:

If to Lender:	First Bank 101 North Wacker Drive Chicago, Illinois 60606 Attn: Nani Eingal
With a copy to:	Bell, Boyd & Lloyd, LLP 70 W. Madison Street Suite 3100 Chicago, Illinois 60605 Attn: Thomas C. Homburger, Esq.
If to Borrowers:	CarePlus Management, Inc. Sherwin & Helen Ray Jakob Bakst Eric Rothner 8320 Skokie Boulevard Skokie, Illinois 60077

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With a copy to: Law Office of Abraham A. Gutnicki, P.C.
Attn: Abraham A. Gutnicki
8320 Skokie Boulevard
Skokie, Illinois 60077

If to Mortgagor: TAG Properties 18, LLC
8320 Skokie Boulevard
Skokie, Illinois 60076

With a copy to:

Law Office of Abraham A. Gutnicki, P.C.
Attn: Abraham A. Gutnicki
8320 Skokie Boulevard
Skokie, Illinois 60077

Any notice, request, demand, service of process or other communication sent by registered or certified mail, shall be deemed given four (4) business days after being mailed, postage prepaid, to the addresses at such applicable address and by facsimile transmission or personal delivery upon receipt.

24. WAIVER OF RIGHT TO TRIAL BY JURY. THE PARTIES ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, A TRIAL BY A COURT SITTING WITHOUT A JURY WOULD BE LESS COSTLY BOTH TO PREPARE FOR AND TO PRESENT AND WOULD MOST LIKELY AVOID A LONGER DELAY IN WAITING FOR JURY TRIAL AVAILABILITY ON THE COURT CALENDAR. EACH PARTY TO ALL THE LOAN DOCUMENTS HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER ANY OF THE LOAN DOCUMENTS OR THIS AGREEMENT, OR (2) IN ANY WAY CONNECTED WITH OR RELATED TO OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY OF THE LOAN DOCUMENTS OR THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Sixth Modification of Loan Documents and Junior Mortgage and Waiver as of the day and year first above written.

BORROWERS

Careplus Management, Inc.,
an Illinois corporation

By: _____
Name: Sherwin I. Ray
Title: President

Sherwin Ray, individually

Helen Ray, individually

Jakob Bakst, individually

Eric Rothner, individually

MORTGAGOR

TAG Properties 18, LLC,
an Illinois limited liability company

By: _____
Name: Sherwin Ray
Title: Manager

LENDER

First Bank

By: _____
NANI EINGAL
Loan Officer

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IN WITNESS WHEREOF, the parties hereto have executed this Sixth Modification of Loan Documents and Junior Mortgage and Waiver as of the day and year first above written.

BORROWERS

Careplus Management, Inc.,
an Illinois corporation

By: _____

Name: Sherwin I. Ray

Title: President

Sherwin Ray, individually

Helen Ray, individually

Jakob Bakst, individually

Eric Rothner, individually

MORTGAGOR

TAG Properties 18, LLC,
an Illinois limited liability company

By: _____

Name: _____

Title: _____

LENDER

First Bank

By: 

NANI EINGAL

Loan Officer

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GUARANTORS

Avenue Care Center, Inc.,
an Illinois corporation

By: _____
Name: Sherwin I. Ray
Title: President

Hillcrest Healthcare Center, Inc.,
an Illinois corporation

By: _____
Name: Sherwin I. Ray
Title: President

Boulevard Care Center, Inc.,
an Illinois corporation

By: _____
Name: Sherwin I. Ray
Title: President

The Imperial of Hazel Crest, Inc.,
an Illinois corporation

By: _____
Name: Sherwin I. Ray
Title: President

Countryside Healthcare Center, Inc.,
an Illinois corporation

By: _____
Name: Sherwin I. Ray
Title: President

Park House Ltd.,
an Illinois corporation

By: _____
Name: Sherwin I. Ray
Title: President

East Peoria Gardens Healthcare Center, LLC, an Illinois limited liability company

By: _____
Name: Sherwin I. Ray
Title: Manager

Oak Park Health Care Center, LLC
an Illinois limited liability company

By: _____
Name: Sherwin I. Ray
Title: Manager

Glenwood Care Center, Inc.,
an Illinois corporation

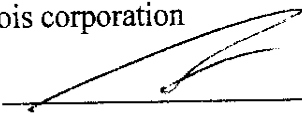
By: _____
Name: Sherwin I. Ray
Title: President

Prairie Village Healthcare Center, Inc.,
an Illinois corporation

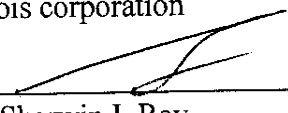
By: _____
Name: Sherwin I. Ray
Title: President

UNOFFICIAL COPY

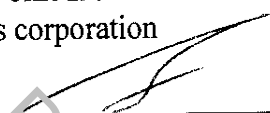
River Park Health Care Center, Inc.,
an Illinois corporation

By: 
Name: Sherwin I. Ray
Title: President

Rose Garden Care Center, Inc.,
an Illinois corporation

By: 
Name: Sherwin I. Ray
Title: President

Timber Point Healthcare Center, Inc.,
an Illinois corporation

By: 
Name: Sherwin I. Ray
Title: President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF Illinois)
) SS.
 COUNTY OF Cook)

I Abraham Gutnicki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sherwin I. Ray, President of **Careplus Management Inc.**, an Illinois corporation, who is personally known 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 he or she signed and delivered said instrument as his or her own free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 30th day of April, 2007.


 NOTARY PUBLIC

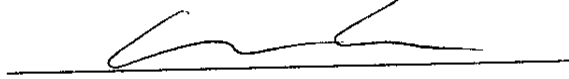
(SEAL)



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of April, 2007, within my jurisdiction, the within named **Sherwin Ray**, who acknowledged that he executed the above and foregoing instrument.



NOTARY PUBLIC

My Commission Expires:



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of April, 2007, within my jurisdiction, the within named **Helen Ray**, who acknowledged that she executed the above and foregoing instrument.



NOTARY PUBLIC

My Commission Expires:



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of April, 2007, within my jurisdiction, the within named **Jacob Bakst**, who acknowledged that he executed the above and foregoing instrument.



NOTARY PUBLIC

My Commission Expires:

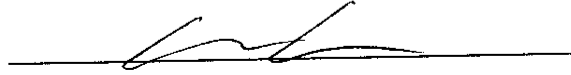


Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of April, 2007, within my jurisdiction, the within named **Eric Rothner**, who acknowledged that he executed the above and foregoing instrument.



NOTARY PUBLIC

My Commission Expires:



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
 COUNTY OF COV)

I Abraham Gutnicki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sherwin Ray, Manager of **TAG Properties 18, LLC**, an Illinois limited liability company, who is personally known 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 he or she signed and delivered said instrument as his or her own free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 30th day of April, 2007.


 NOTARY PUBLIC

(SEAL)



Property of Cook County Clerk's Office

UNOFFICIAL COPY

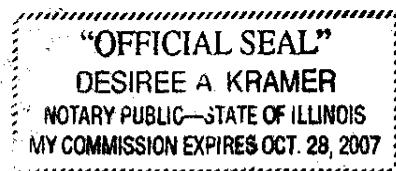
STATE OF ILLINOIS)
) ss.
 COUNTY OF _____)

I Desiree Kramer, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that NAVI EINGAL, Vice President of **First Bank**, a Missouri state chartered bank, who is personally known 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 he or she signed and delivered said instrument as his or her own free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 7th day of MAY, 2007.

Desiree A Kramer
 NOTARY PUBLIC

(SEAL)



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
 COUNTY OF Cook)

I Abraham Gutnicki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sherwin I. Ray, President of **Avenue Care Center, Inc.**, an Illinois corporation, who is personally known 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 he or she signed and delivered said instrument as his or her own free and voluntary act of said company, for the uses and purposes therein set forth.

~~GIVEN~~ under my hand and Notarial seal, this 30th day of April, 2007.



 NOTARY PUBLIC

(SEAL)



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
 COUNTY OF Cook)

I Abraham Gutnick, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sherwin I. Ray, President of **Boulevard Care Center, Inc.**, an Illinois corporation, who is personally known 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 he or she signed and delivered said instrument as his or her own free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 30th day of April, 2007.



 NOTARY PUBLIC

(SEAL)



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
 COUNTY OF Cook)

I Abraham Gutnicki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sherwin I. Ray, President of **Countryside Healthcare Center, Inc.**, an Illinois corporation, who is personally known 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 he or she signed and delivered said instrument as his or her own free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 30th day of April, 2007.



 NOTARY PUBLIC

(SEAL)



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
 COUNTY OF Cook)

I Abraham Gutnicki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sherwin I. Ray, Manager of **East Peoria Gardens Healthcare Center, LLC**, an Illinois limited liability company, who is personally known 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 he or she signed and delivered said instrument as his or her own free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 30th day of April, 2007.



 NOTARY PUBLIC

(SEAL)



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
 COUNTY OF Cook)

I Abraham Gutnicki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sherwin I. Ray, President of **Glenwood Care Center, Inc.**, an Illinois corporation, who is personally known 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 he or she signed and delivered said instrument as his or her own free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 30th day of April, 2007.



 NOTARY PUBLIC

(SEAL)



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I Abraham Gutnicki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sherwin I. Ray, President of **Hillcrest Healthcare Center, Inc.**, an Illinois corporation, who is personally known 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 he or she signed and delivered said instrument as his or her own free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 30th day of April, 2007.



NOTARY PUBLIC

(SEAL)




UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I Abraham Gutnicki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sherwin I. Ray, President of **The Imperial of Hazel Crest, Inc.**, an Illinois corporation, who is personally known 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 he or she signed and delivered said instrument as his or her own free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 30th day of April, 2007.



NOTARY PUBLIC

(SEAL)



UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
 COUNTY OF Cook)

I Abraham Gutnicki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sherwin I. Ray, President of **Park House, Ltd.**, an Illinois corporation, who is personally known 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 he or she signed and delivered said instrument as his or her own free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 30th day of April, 2007.


 NOTARY PUBLIC

(SEAL)



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
 COUNTY OF Cook)

I Abraham Gutnicki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sherwin I. Ray, Manager of **Oak Park Health Care Center, LLC**, an Illinois limited liability company, who is personally known 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 he or she signed and delivered said instrument as his or her own free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 30th day of April, 2007.



 NOTARY PUBLIC

(SEAL)



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
 COUNTY OF Cook)

I Abraham Gutnicki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sherwin I. Ray, President of **Prairie Village Healthcare Center, Inc.**, an Illinois corporation, who is personally known 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 he or she signed and delivered said instrument as his or her own free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 30th day of April, 2007.



 NOTARY PUBLIC

(SEAL)



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
 COUNTY OF Cook)

I Abraham Gutnicki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sherwin I. Ray, President of **River Park Health Care Center, Inc.**, an Illinois corporation, who is personally known 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 he or she signed and delivered said instrument as his or her own free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 30th day of April, 2007.



 NOTARY PUBLIC

(SEAL)



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I Abraham Gutnicki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sherwin I. Ray, President of **Timber Point Healthcare Center, Inc.**, an Illinois corporation, who is personally known 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 he or she signed and delivered said instrument as his or her own free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 30th day of April, 2007.


 NOTARY PUBLIC

(SEAL)



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
 COUNTY OF Cook)

I Abraham Gutnicki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sherwin I. Ray, President of **Rose Garden Care Center, Inc.**, an Illinois corporation, who is personally known 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 he or she signed and delivered said instrument as his or her own free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 20th day of April, 2007.



 NOTARY PUBLIC

(SEAL)



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Legal Description

UNIT 2 IN THE 8320-8324 SKOKIE BOULEVARD CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 2 IN TURNING POINT RESUBDIVISION OF LOT 1 OF THE PLAT OF CONSOLIDATION ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1999 AS DOCUMENT 09145587, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 12, 2004 AS DOCUMENT 0401231120, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN No.: 10-21-402-103-1002