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#### RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Division 16
6111 N. River Road
Rosemont, IL 60018

Doc#: 0829113131 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee: \$10.00 Dook County Recorder of Deeds Date: 10/17/2008 02:14 PM Pg: 1 of 4

### WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Commercial Division 16 6111 N. River Road Rosemont, IL 60018

FOR RECORDER'S USE ONLY

dification of Mortgage prepared by:

C. Aguilar Loan 28016542 48624, Loan Documentaion Officer

NB Financial Bank, N.A.

6111 N. River Road Rosemont, IL 60018

### MODIFICATION OF MORTGAGE



\*0740\*

THIS MODIFICATION OF MORTGAGE dated September 8, 2008, is made and executed between 6550 JOLIET ROAD, LLC, an Illinois limited liability company, whose address is 2000 SPENG RD. SUITE 200, OAK BROOK, IL 60523-1956 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Road, Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 27, 2007 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of August 27, 2007, executed by 6550 Joliet Road, LLC ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on August 30, 2007 as document no. \$\frac{1}{2}\$24233152, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on August 30, 2007 as document no. 0724233153.

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

THAT PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF LANDS FORMERLY OWNED BY JOSEPH EVANS, WHICH IS 255.08 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4; THENCE EAST ON SAID SOUTH LINE OF LANDS FORMERLY OWNED BY JOSEPH EVANS, A DISTANCE OF 335.11 FEET; THENCE SOUTH, A DISTANCE OF 207.47 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF JOLIET ROAD; THENCE SOUTHWESTERLY ON SAID RIGHT OF WAY OF JOLIET ROAD, A DISTANCE OF 384.11

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# MODIFICATION OF MORTGAGE (Continued)

Loan No: 284487

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FEET; THENCE NORTH, A DISTANCE OF 393.09 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6550 JOLIET ROAD, COUNTRYSIDE, IL 60525 . The Real Property tax identification number is 18-20-200-104-0000.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means individually and collectively, (i) that certain Promissory Note dated September 8, 2008 in the original principal amount of \$250,000.00 executed by EMERGENCY ROOM CARE, S.C. payable to the order of Lender, (ii) that certain Promissory Note dated September 8, 2008 in the original principal amount of \$250,000.00 executed by AGE WELL INSTITUTE, LTD. payable to the order of Lender, (iii) that certain Promissory Note dated June 15, 2008 in the original principal amount of \$750,000.00 executed by EMERGENCY ROOM CARE PROVIDERS, S.C., payable to the order of Lender, (iv) that certain Promissory Note dated June 15, 2008 in the original principal amount of \$100,000.00 executed by 24 IHIM, LLC, payable to the order of Lender and (v) that certain Promissory Note dated January 27, 2008 in the original principal amount of \$1,632,075,000.30 executed by 6550 JOLIET ROAD, LLC payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$5,964,150.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and an legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above for obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents of the changes and provisions of this Modification, but also to all such subsequent actions.

CROSS DEFAULT. Borrower will be in default if Borrower breaks any promise Eorrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other cyrument or loan Borrower has with Lender.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 8, 2008.

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# MODIFICATION OF MORTGAGE (Continued)

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GRANTOR:		
6550 JOLIET ROAD, LLC	P. Wall	
PIERRE - NYAKIM, M	anager of 6550 JOLIET ROAD, LLC	
LENDER:	anager of 6550 JOLIET ROAD, LLC	
MB FINANCIAL BANK, N	A. Golden	
Authorized Signer	C <sub>0</sub>	
1	LIMITED LIABILITY COMPANY ACKNOWLEDGMENT	
STATE OF	Linois	
COUNTY OF	Cook	
LLC, and known to me t Modification of Mortgage limited liability company uses and purposes there	day of Septembly, 2008 before me, to red PIERRE E. WAKIM, Manager; KARLA J. WAKIM, Manager; to be members or designated agents of the limited liability com; e and acknowledged the Modification to be the free and voluntar, by authority of statute, its articles of organization or its operation mentioned, and on oath stated that they are authorized to ex Modification on behalf of the limited liability company.	. 6550 JOLIET ROAD, Jany that executed the lay act and deed of the ting agreement, for the
By Yena Bon	rawko Residing at 6111 N. R	wer Rd., Rosemon
Notary Public in and for	the State of Illinois	
My commission expires		L SEAL' VANNO ATE OF ILLINOIS Dires 10/19/2010

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**MODIFICATION OF MORTGAGE** (Continued)

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LENDER ACKNOWLEDGMENT			
acknowledged said in strument to be the Lender through its board of disease corporate seal of said Lender.  By  Notary Public in and for the State of My commission expires	) SS ) SEPTEMBER , 200 (WANA ZANA VED) gent for the Lender that executed the the free and voluntary act and deer rectors or otherwise, for the uses at thorized to execute this said instru  Residing at  (A)	before me, the undersigned Notary and known to me to be thee within and foregoing instrument and dof the said Lender, duly authorized by and purposes therein mentioned, and on ment and that the seal affixed is the	