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Doc#: 1026741017 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/24/2010 10:03 AM Pg: 1 of 10

PREPARED BY AND UPON
RECORDATION RETURN TO:

Dennis Coghlan
Sidley Austin LLP
One South Dearborn Street
Chicago, Illinois 60603

SM LTCB LANSING, LLC,
a Delaware limited liability company
(Mortgagor)

To

EUROHYPO AG, NEW YORK BRANCH,
(Mortgagee)

FIRST AMENDMENT TO MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

Dated: September 17, 2010

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING IS AN AMENDMENT TO THAT CERTAIN MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING EXECUTED BY SM LTCB LANSING, LLC A DELAWARE LIMITED LIABILITY COMPANY ("MORTGAGOR") IN FAVOR OF THE LENDER (DEFINED BELOW) AND DATED AS OF DECEMBER 20, 2006, RECORDED IN COOK COUNTY, ILLINOIS ON APRIL 2, 2007 AS DOCUMENT NUMBER 0709218027, TO BE RECORDED IN THE REAL PROPERTY RECORDS FOR COOK COUNTY.

THERE IS NO INCREASE IN THE LOAN AMOUNT PURSUANT TO THIS FIRST AMENDMENT. NO ADDITIONAL RECORDING TAX/DOCUMENTARY STAMP IS DUE.

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FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "First Amendment") is made as of this 17 day of September, 2010, by SM LTCB LANSING, LLC, a Delaware limited liability company, having an address c/o Coventry Real Estate Advisors, 1 East 52nd Street, 4th Floor, New York, New York 10022 ("Mortgagor") and EUROHYPO AG, NEW YORK BRANCH, having an office at 1114 Avenue of the Americas, New York, New York 10036, as Administrative Agent for the lenders referred to below (in such capacity, together with its successors in such capacity, "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is the fee owner of that certain tract of land located in the County of Cook, State of Illinois and being more fully described in Exhibit A attached hereto.

WHEREAS, Mortgagor and certain other parties (each, an "Original Borrower" and, collectively, the "Original Borrowers"), certain lenders (collectively, the "Lenders") and Mortgagee are parties to that certain Loan Agreement dated as of December 20, 2006 (the "Original Loan Agreement"); which Original Loan Agreement provided, among other things, for certain Loans to be made by the Lenders to Original Borrowers in an aggregate principal amount not exceeding \$138,590,283.00 to be evidenced by, and repayable with interest thereon in accordance with, various Notes, secured by, among other things, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by Mortgagor in favor of Mortgagee, dated as of December 20, 2006, and recorded in the Public Records of Cook County, Illinois on April 2, 2007 as Document Number 0709218027 (the "Mortgage").

WHEREAS, the Original Loan Agreement was modified pursuant to the terms of that certain Extension Confirmation and First Amendment to Loan Agreement and Omnibus Amendment to Loan Documents effective as of January 2, 2009 by and between Borrowers and Administrative Agent (the "First Amendment"), that certain Second Amendment to Loan Agreement and Omnibus Amendment to Loan Documents effective as of December 31, 2009 by and between Borrowers, Administrative Agent and Lenders (the "Second Amendment"), that certain Third Amendment to Loan Agreement and Omnibus Amendment to Loan Documents effective as of February 1, 2010 (the "Third Amendment"), that certain Fourth Amendment to Loan Agreement and Omnibus Amendment to Loan Documents effective as of March 1, 2010 (the "Fourth Amendment") and that certain Amended and Restated Loan Agreement dated of even date herewith (as modified, supplemented, extended and in effect from time to time, the "Loan Agreement"), executed by Mortgagor and certain other parties (each a "Borrower" and, collectively, the "Borrowers") and Mortgagee, as Administrative Agent.

WHEREAS, Mortgagor and Mortgagee have agreed in the manner hereinafter set forth to modify the terms and provisions of the Mortgage.

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NOW THEREFORE, in pursuance of said agreement and in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Mortgagor hereby agrees with Mortgagee as follows:

1. The Mortgage is hereby amended to provide that the term "Loan Agreement" shall mean:

"Loan Agreement dated as of December 20, 2006, amended by that certain Extension Confirmation and First Amendment to Loan Agreement and Omnibus Amendment to Loan Documents effective as of January 2, 2009, that certain Second Amendment to Loan Agreement and Omnibus Amendment to Loan Documents effective as of December 31, 2009, that certain Third Amendment to Loan Agreement and Omnibus Amendment to Loan Documents effective as of February 1, 2010, that certain Fourth Amendment to Loan Agreement and Omnibus Amendment to Loan Documents effective as of March 1, 2010 and that certain Amended and Restated Loan Agreement dated as of September 1, 2010, each by and between Mortgagee, as administrative agent for the Lenders, Mortgagor and certain other parties".

2. The Mortgage and this First Amendment shall together constitute and be construed as one document. This First Amendment shall in no way impair the lien, charge or priority of the Mortgage upon all property covered thereby.
3. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.
4. Except as expressly provided herein, nothing in this First Amendment shall alter or affect any provision, condition, or covenant contained in the Mortgage (or in any other Loan Document). In the event of any conflict between the terms of the Mortgage and the terms of this First Amendment, the terms of this First Amendment shall control.
5. All of the representations and warranties set forth in the Loan Documents are true and correct as of the date hereof as if made on the date hereof. The Mortgage (as amended hereby) and the other Loan Documents are hereby ratified and remain in full force and effect.
6. Mortgagor shall pay all taxes, charges, filing, registration and recording fees, excises and levies payable with respect to this First Amendment and the transactions contemplated hereby.
7. It is the intent of Mortgagor and Mortgagee that this First Amendment shall not constitute (i) a novation, refinancing, discharge, extinguishment or refunding of the Loan, or (ii) a release, waiver or discharge of any of the rights or remedies set forth in the Mortgage or any of the other Loan Documents, or applicable law, which actions are intended solely to modify the terms and conditions of the Mortgage as set forth herein.
8. This First Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed

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to be an original and all of which taken together shall constitute one and the same First Amendment.

9. This First Amendment shall constitute one of the Loan Documents described in the Loan Agreement.
10. **IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS FIRST AMENDMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, DETERMINED WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW, AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA EXCEPT THAT AT ALL TIMES (A) THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO ON THE MORTGAGED PROPERTY (OTHER THAN AS DESCRIBED IN CLAUSES (B) AND (C) BELOW) AND PURSUANT TO THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED, (B) THE CREATION AND ENFORCEMENT OF SECURITY INTERESTS IN ANY (I) ACCOUNT COLLATERAL, AND (II) SUCH PROPERTY IN WHICH SECURITY INTERESTS CAN BE CREATED UNDER ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF NEW YORK (THE "NEW YORK LAW COLLATERAL") SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (DETERMINED WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW), AND (C) THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF SECURITY INTERESTS IN THE NEW YORK COLLATERAL SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE JURISDICTION APPLICABLE THERETO IN ACCORDANCE WITH SECTIONS 9-301 THROUGH 9-307 OF THE NEW YORK UCC.**

ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST MORTGAGEE, ANY LENDER OR MORTGAGOR ARISING OUT OF OR RELATING TO THIS FIRST AMENDMENT MAY BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW (EXCEPT ANY FORECLOSURE PROCEEDINGS AND ANCILLARY PROCEEDINGS RELATED TO THE PREMISES SHALL TAKE PLACE IN THE STATE WHERE THE PREMISES ARE LOCATED) AND MORTGAGOR AND, BY MORTGAGEE'S ACCEPTANCE HEREOF, MORTGAGEE AND LENDERS EACH WAIVE ANY OBJECTIONS WHICH THEY MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND MORTGAGOR AND, BY MORTGAGEE'S ACCEPTANCE HEREOF,

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MORTGAGEE AND LENDERS EACH HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. MORTGAGOR HEREBY AGREES THAT SERVICE OF PROCESS MAILED OR DELIVERED TO MORTGAGOR IN THE MANNER PROVIDED IN SECTION 7.02 SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON MORTGAGOR, IN ANY SUCH SUIT, ACTION OR PROCEEDING.

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IN WITNESS WHEREOF, THIS FIRST AMENDMENT has been executed by Mortgagor and Mortgagee as of the day and year first above written.

MORTGAGOR:

SM LTCB LANSING, LLC

By: Service Bridge LLC,
a Delaware limited liability company,
its sole member

By: Service Holdings LLC,
a Delaware limited liability company,
its sole member

By: Coventry Real Estate Fund II, L.L.C.,
a Delaware limited liability company,
its managing member

By: Coventry Fund II Partners, L.L.C.,
a Delaware limited liability company,
its managing member

By: *[Signature]*
Name: Peter Henkel
Title: Managing Member

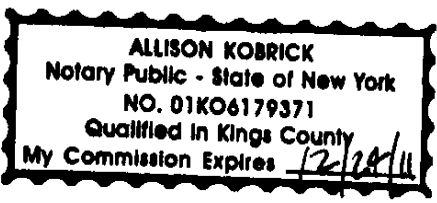
STATE OF New York)
COUNTY OF New York) ss:

On the 30 day of August in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Henkel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

My commission expires: 12/24/11

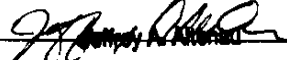
Signature Page for Lansing Mortgage

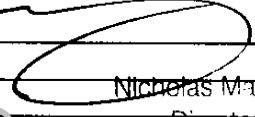


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MORTGAGEE:

EUROHYPO AG, NEW YORK BRANCH

By: 
Name: Executive Director
Title: _____

By: 
Name: Nicholas Manolas
Title: Director

**COOK COUNTY
RECORDED OF DEEDS
SCANNED BY _____**

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STATE OF New York)
)ss:
COUNTY OF New York)

On the 2 day of September in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey A. Attanasio, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

Patricia A. Ferro
Notary Public

My commission expires: July 2, 2011

STATE OF New York)
)ss:
COUNTY OF New York)

PATRICIA A. FERRO
Notary Public - State of New York
No. 01FE6170163
Qualified in Kings County
My Commission Expires July 2, 2011

**Certificate Filed in
New York County**

On the 2 day of September in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Nicholas DeNobis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

Patricia A. Ferro
Notary Public

My commission expires: July 2, 2011

PATRICIA A. FERRO
Notary Public - State of New York
No. 01FE6170163
Qualified in Kings County
My Commission Expires July 2, 2011

**Certificate Filed in
New York County**

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EXHIBIT A

LEGAL DESCRIPTION

PINs: 30-19-300-019-0000
 30-19-300-038-0000
 30-19-300-039-0000

Address: 16795 South Torrence Avenue, Lansing, IL 60438

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 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:

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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 AND ASSIGNED BY VIRTUE OF QUITCLAIM, ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENT MADE BY AND BETWEEN SERVICE MERCHANDISE COMPANY, INC. AND SM LTCB LANSING, LLC DATED DECEMBER 3, 2002 RECORDED ON DECEMBER 24, 2002 AS DOCUMENT NUMBER 0021433426.

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 THERE TO 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 AND ASSIGNED BY VIRTUE OF QUITCLAIM, ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENT MADE BY AND BETWEEN SERVICE MERCHANDISE COMPANY, INC. AND SM LTCB LANSING, LLC DATED DECEMBER 3, 2002 RECORDED ON DECEMBER 24, 2002 AS DOCUMENT NUMBER 0021433426