

UNOFFICIAL COPY



211 775

Prepared by and Return to:

Corey A. Snyder
Oppenheimer Multifamily Housing &
Healthcare Finance, Inc.
1180 Welsh Rd, Suite 210
North Wales, PA 19454

Doc#: 1314316076 Fee: \$56.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/23/2013 03:37 PM Pg: 1 of 10

**Glen Oaks Nursing and
Rehabilitation Centre
FHA Project No. 071-22170**

MODIFICATION OF MORTGAGE NOTE, MORTGAGE, REGULATORY AGREEMENT AND SECURITY AGREEMENT

**THIS MODIFICATION OF MORTGAGE NOTE, MORTGAGE
REGULATORY AGREEMENT AND SECURITY AGREEMENT** (the "Agreement") is
made as of the 1st day of May, 2013, and effective as of the 1st day of June, 2013, is made by and
between by and between **GLEN OAKS REAL ESTATE & DEVELOPMENT L.L.C.**, an
Illinois limited liability company, having an address of, 270 Skokie Highway, Northbrook,
Illinois 60062 (the "Maker" or "Mortgagor") and **OPPENHEIMER MULTIFAMILY
HOUSING & HEALTHCARE FINANCE, INC.**, a Pennsylvania corporation, having an
address of 1180 Welsh Road, Suite 210, North Wales, Pennsylvania 19454 (the "Holder" or
"Mortgagee").

WITNESSETH:

WHEREAS, the Maker is the owner of certain real property located in the
County of Cook, State of Illinois, and legally described on Exhibit A attached hereto, on which is
constructed a certain nursing facility known as "Glen Oaks Nursing and Rehabilitation Centre,"
FHA Project No.071-22170 (the "Project"); and

WHEREAS, the Maker previously executed that certain Mortgage Note, dated February
1, 2011, in the original principal amount of Thirty Nine Million One Hundred Forty Three
Thousand Five Hundred and 00/100 Dollars (\$39,143,500.00) (as hereinafter modified and
amended, is referred to herein as the "Mortgage Note"), payable to the Holder (the Holder may
be alternately referred to herein as the "Mortgagee" and or "Lender"). The Mortgage Note is
secured by that certain Mortgage from the Maker to the Holder dated as of February 1, 2011 and
recorded on February 17, 2011, as Document No.1104816067, in the Office of the Recorder of
Cook County, Illinois. (as hereinafter modified and amended, is referred to herein as the
"Mortgage"), a Security Agreement dated as of February 1, 2011 by and between the Maker and

UNOFFICIAL COPY

Holder (as hereinafter modified and amended, is referred to herein as the "Security Agreement"); and;

WHEREAS, the Mortgage Note and the indebtedness evidenced thereby (the "Loan") were originally insured by the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner ("HUD" or the "Commissioner" as the context may require) under Section 232 of the National Housing Act, as amended, which contract of insurance (the "Contract of Insurance") is evidenced by the Mortgage Note endorsed by an Authorized Agent on February 17, 2011; and

WHEREAS, the Maker and HUD previously executed that certain Regulatory Agreement for Multifamily Housing Projects, dated as of February 1, 2011, and recorded against the real property described in Exhibit A of the Mortgage, on February 17, 2011, as Document No.1104816068, in the Office of the Recorder of Cook County, Illinois, which Regulatory Agreement is incorporated by reference and made a part of the Mortgage; and

WHEREAS, Maker and Holder have agreed to modify the terms of the Mortgage Note to (i) reduce the rate of interest therein provided (ii) revise the amount of principal and interest payable monthly by Maker to Holder under the Note as a result of such reduction in interest rate, (iii) revise the prepayment provisions of the Note, and (iv) amend the Note in certain other respects as herein described; and

WHEREAS, the Maker and Holder have agreed to modify the terms of the Mortgage, Regulatory Agreement, and Security Agreement to reflect the modification to the Mortgage Note.

NOW, THEREFORE, for and in consideration of the above premises, the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties, for themselves and for their respective successors and assigns, do hereby agree that the terms of the Mortgage, Mortgage Note, Regulatory Agreement and Security Agreement are hereby amended as follows:

1. The foregoing recitals are hereby incorporated by reference as if set forth fully herein. All capitalized terms not defined in this Agreement shall have the same meanings as described thereto in the Mortgage Note.
2. The unpaid principal balance of the Mortgage Note as of the date hereof is \$38,021,826.48 which includes payments made through and including June 1, 2013.
3. The obligation of Maker under the Note to make monthly payments of principal and/or interest is hereby amended (a) by changing the interest rate specified in the first sentence of the first paragraph of the Mortgage Note from "FIVE and 00/100ths per centum (5.00%) per annum" to "FIVE and 00/100ths per centum (5.00%) per annum up to and including May 31, 2013, and thereafter at a rate of Two and Six Tenths per centum

UNOFFICIAL COPY

(2.60%) per annum” effective as of June 1, 2013; and (b) by deleting the following subparagraph regarding payment and inserting in lieu thereof the following:

"Interest only on such amount of principal as may be advanced from time to time, computed from the date of each such advance, shall be due and payable monthly commencing on the first day of March, 2011. Thereafter, commencing on April 1, 2011, monthly installments of principal and interest shall be due and payable in the sum of TWO HUNDRED TWO THOUSAND FOUR HUNDRED THIRTY FOUR AND 76/100 DOLLARS (\$202,434.76) each, such payments to continue monthly thereafter on the first day of each succeeding month until June 1, 2013. Thereafter, commencing on July 1, 2013, monthly installments of ONE HUNDRED FIFTY THOUSAND THREE HUNDRED & 68/100 DOLLARS (\$150,300.68) each, such payments to continue monthly thereafter on the first day of each succeeding month until the entire indebtedness has been paid in full. In any event, the balance of the principal (if any) remaining unpaid, plus accrued interest shall be due and payable on January 1, 2044. The installments of principal and interest shall be applied first to interest at the applicable rate aforesaid upon the principal sum or so much thereof as shall from time to time remain unpaid, and the balance thereof shall be applied on account of principal."

4. Paragraphs 1 and 2 to the Allonge #1 to Mortgage Note from Glen Oaks Real Estate Development L.L.C. ("Maker") to Openheimer Multifamily Housing and Healthcare Finance, Inc. ("Holder") dated: as of February 1, 2011, attached to and made a part of the Note are hereby deleted in their entirety and the following is inserted in lieu thereof:

1. Except as provided in Paragraph 2, and 3 below, Maker may prepay the indebtedness evidenced by this Note, in whole or in an amount equal to one or more monthly installments of principal next due, on the last day of any month, upon thirty (30) days advance written notice to Holder, provided such prepayment is accompanied by the applicable prepayment premium (expressed as a percentage of the principal amount so prepaid) set forth below:

<u>Prepayment Period</u>	<u>Prepayment Premium</u>
July 1, 2013 through June 30, 2014	10%
July 1, 2014 through June 30, 2015	9%
July 1, 2015 through June 30, 2016	8%
July 1, 2016 through June 30, 2017	7%
July 1, 2017 through June 30, 2018	6%
July 1, 2018 through June 30, 2019	5%
July 1, 2019 through June 30, 2020	4%
July 1, 2020 through June 30, 2021	3%
July 1, 2021 through June 30, 2022	2%
July 1, 2022 through June 30, 2023	1%
July 1, 2023 and thereafter	none

All such prepayments, including the principal sum so prepaid, interest thereon to and including the date of such prepayment and any prepayment premium due in connection

UNOFFICIAL COPY

therewith, shall be paid in immediately available Federal Funds.

2. Notwithstanding any prepayment prohibition imposed and/or premium required by Paragraph 1 of this Allonge with respect to voluntary prepayment made prior to July 1, 2022, the indebtedness may be prepaid in whole or in part without the consent of the holder and without prepayment premium if the Federal Housing Commissioner of the U.S. Department of Housing and Urban Development (the "Commissioner") determines that prepayment will avoid a mortgage insurance claim and is therefore in the best interest of the Federal Government.
5. Maker acknowledges and affirms to the Holder that, as of the date of this Agreement, there are no defenses, set-offs or counter-claims, whether legal or equitable, to Maker's obligations under the Note, and Maker hereby waives the right to raise or assert any such defenses, set-offs or counter-claims which Maker may have had with respect to any suit, proceeding or foreclosure action under the Note that the Holder, or any of its predecessors in interest in and to the Note, may or could have brought against Maker prior to the date hereof.
6. Maker and Holder acknowledge and agree that the terms of this Agreement are subject to the approval thereof by the Commissioner, which approval shall be evidenced by the written consent of the Commissioner affixed to this Agreement where indicated below. Maker and Holder further acknowledge and agree that the terms of this Agreement and the transaction evidenced by this Agreement shall not be deemed effective unless and until the Commissioner executes the consent as aforesaid.
7. Notwithstanding any provision of this Agreement to the contrary, Maker and Holder hereby acknowledge and agree that the Commissioner and the Holder retain all rights and remedies arising under the Contract of Insurance under Section 232 of the National Housing Act, as amended, and all regulations and administrative guidelines promulgated by the Commissioner thereunder.
8. From and after the date hereof, the Note and this Agreement shall be taken and read together as one, single and continuing instrument evidencing a single debt owed by the Maker to the Holder in the amount set forth hereinabove and as may be unpaid from time to time. Nothing contained herein shall be taken or construed to create a novation or new agreement by and between the Maker and the Holder; it being the intention of the parties solely (a) to reduce the per annum rate of interest applicable to the Mortgage Loan, (b) to revise the amount of monthly installments of principal and interest payable thereunder as a result of such reduction in interest rate, (c) to revise the prepayment provisions of the Note, as reflected by this Agreement, and (d) to revise certain other provisions of the Mortgage Note, Mortgage, Regulatory Agreement and Security Agreement, as reflected by this Agreement, and for no other purpose. Furthermore, nothing herein contained shall in any way impair the Mortgage Note or the security now held for such indebtedness, or alter, waive, annul, vary or affect any provision, condition,

UNOFFICIAL COPY

covenant herein except as herein provided, nor affect or impair any rights, powers or remedies of the Holder under the Mortgage Note, Mortgage, Security Agreement and Regulatory Agreement, it being the intent of the parties that the terms and provisions of the Mortgage Note, Mortgage, Security Agreement and Regulatory Agreement shall continue in full force and effect except as modified hereby.

9. Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid, or unenforceable in any respect, such illegality, invalidity, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid, or unenforceable provision had never been contained herein.

10. Nothing in this Agreement shall waive, compromise, impair or prejudice any right HUD may have to seek judicial recourse of any breach or violation of any Regulatory Agreement, which breach may have occurred prior to or may occur subsequent to the date of this Agreement. In the event that HUD initiates an action for breach of any violation of any Regulatory Agreement and recovers funds, either on HUD's own behalf or on behalf of the project or the Mortgagor, those funds may be applied, at the discretion of HUD, to payment of the delinquent amounts due under the Mortgage Note or as a partial prepayment of the debt secured thereby.

11. Notwithstanding any other provision contained in this Agreement, it is agreed that the execution of this Agreement shall impose no personal liability on the Maker hereof for payment of the indebtedness evidenced hereby and in the event of a default, the Holder of the Note shall look solely to the property described in the Mortgage and to the rents, issues and profits thereof in satisfaction of the indebtedness evidenced hereby and will not seek or obtain any deficiency or personal judgment against the Maker hereof except such judgment or decree as may be necessary to foreclose and bar its interest in the property and all other property mortgaged, pledged, conveyed or assigned to secure payment of this Agreement except as set out in the Mortgage given to secure this indebtedness.

12. Maker and Holder agree to execute such other document as may be necessary to implement the terms and provisions of this Agreement.

13. From and after the date hereof, all references contained in the Note to the Mortgage shall hereafter be deemed to refer to and include the Mortgage, as amended by the Agreement.

14. The Mortgage Note, as amended by this Agreement, may not be further amended except by an instrument in writing executed by each of the parties hereto.

15. Except as expressly modified hereby, all other terms of the Note, Mortgage, Security Agreement, Regulatory Agreement and UCC's shall remain unchanged.

UNOFFICIAL COPY

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

17. This Agreement may be executed in any number of counterparts and all counterparts shall be construed together and shall constitute but one Agreement.

(Signature Pages to Follow)

Property of Cook County Clerk's Office

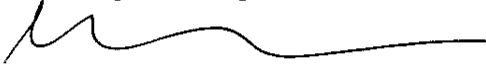
UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names as of the day and year hereinabove first written.

MAKER:

GLEN OAKS REAL ESTATE & DEVELOPMENT L.L.C.,
an Illinois limited liability company

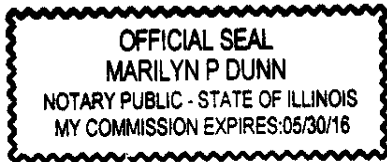
By: SLG Limited Partnership,
an Illinois limited partnership, a member

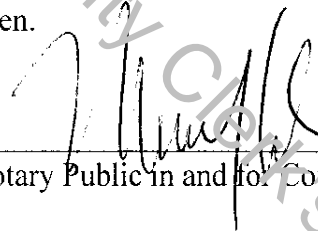
By: 
Sidney Glenner, General Partner

STATE OF Illinois)
) ss:
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 15th day of May, 2013, by Sidney Glenner, General Partner of SLG limited partnership, a member of Glen Oaks Real Estate & Development L.L.C., an Illinois limited liability company, on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this instrument first above written.




Notary Public in and for County and State

My Commission Expires:

UNOFFICIAL COPY

APPROVED:

**U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT, ACTING BY AND THROUGH
THE FEDERAL HOUSING COMMISSIONER**

By: Angela B. Collier
Authorized Agent

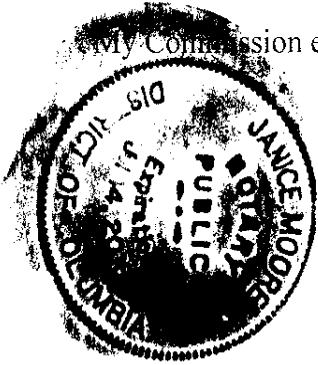
STATE OF District of Columbia)
COUNTY OF Columbia) ss:

Before me, Janel Moore, a Notary Public in and for the said State, on this 21st day of MAY, 2013, personally appeared Angela B. Collier who is well known to me to be the authorized agent of H.U.D., and the person who executed the foregoing instrument by virtue of the authority vested in him/her by Section 7(d) of the Department of Housing and Urban Development Act, 42 U.S.C.A. §3535(d), as amended, and Section 207(b) of the National Housing Act, 12 U.S.C.A. §1713(b), as amended, and I having first made known to him/her the contents thereof, he/she did acknowledge the signing thereof to be his/her free and voluntary act and deed on behalf of Shaun Donovan, the Secretary of Housing and Urban Development, for the uses, purposes and considerations therein set forth.

Witness my hand and official seal the 21st day of MAY, 2013.

Janel Moore
Notary Public

My Commission expires 07-14-16



UNOFFICIAL COPY

EXHIBIT A

THAT PART OF THE WEST HALF OF GOVERNMENT LOT 1 IN THE NORTHEAST QUARTER OF SECTION 2 AND THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF DENNIS SUBDIVISION (WHICH SUBDIVISION IS DESCRIBED IN PLAT RECORDED AS DOCUMENT 14609563 IN BOOK OF PLATS #378 PAGE 38 RECORDED AUGUST 11, 1949) 25 FEET NORTHWESTERLY OF THE MOST EASTERLY CORNER OF SAID LOT 11 OF SAID SUBDIVISION, RUNNING THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 11 AND THE SAME EXTENDED SOUTHWESTERLY TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS; THENCE NORTHWESTERLY ALONG THE LAST MENTIONED LINE TO ITS POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF LOT 7 OF SAID SUBDIVISION PRODUCED TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS; THENCE RUNNING NORTHEASTERLY ALONG THE SAID PRODUCED LINE OF SAID LOT 7 TO THE MOST NORTHERLY CORNER OF SAID LOT 7; THENCE RUNNING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID DENNIS SUBDIVISION TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS: 04-02-202-033
04-02-202-038

Address: 270 SKOKIE ROAD
NORTHBROOK, ILLINOIS

60062