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Kimberly K. Enders
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Doc#: 1323212041 Fee: \$58.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/20/2013 10:25 AM Pg: 1 of 11

Permanent Tax Index Numbers:

09-21-206-016
09-22-110-005

Property Address:

1480 Renaissance Drive
Park Ridge, Illinois 60068

**2013 MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES
MODIFICATION AGREEMENT FOR 1480 PREMISES**

This 2013 Mortgage and Assignment of Rents and Leases Modification Agreement for 1480 Premises ("**2013 1480 Premises Mortgage Modification**") is dated as of July 24, 2013 but effective as of January 1, 2013 by and between **RENAISSANCE NORTHWEST HIGHWAY LLC**, an Illinois limited liability company (the "**Mortgagor**"), whose address is 1460 Renaissance Drive, Suite 210, Park Ridge, IL 60068 to and for the benefit of **TCF NATIONAL BANK**, a national banking association, its successors and assigns (the "**Lender**"), whose address is 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527.

RECITALS:

WHEREAS, pursuant to the terms and conditions contained in that certain Construction Loan Agreement dated as of July 15, 2008, executed among the Mortgagor, **PARK RIDGE MEDICAL OFFICES 2007 LLC**, an Illinois limited liability company (the "**Holding Company**") and **PARK RIDGE MEDICAL BUILDING LLC**, an Illinois limited liability company ("**Park Ridge**") (hereinafter, Mortgagor, the Holding Company and Park Ridge are each individually referred to as, a "**Borrower**" and are all collectively on a joint and several basis referred to as, the "**Borrowers**") and the Lender (as the same may be amended, modified, replaced or restated from time to time, including, but not limited to, as amended by that certain July, 2010 Amendment to Construction Loan Agreement dated as of July 26, 2010 executed by and between the Borrowers and Lender (the "**July, 2010 Amendment to Loan Agreement**") (hereinafter the foregoing Construction Loan Agreement, as amended, modified, replaced or restated from time to time, including, but not limited to, as amended by the July, 2010 Amendment to Loan Agreement, is collectively referred to herein as, the "**Loan Agreement**"),

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Lender has extended the following four (4) loans on a joint and several basis to the Borrowers: (i) that certain amended and restated term loan in the principal amount of EIGHT MILLION SEVEN HUNDRED FIFTY-TWO THOUSAND THREE HUNDRED FORTY AND 33/100 (\$8,752,340.33) DOLLARS (the "1550 Loan"); (ii) that certain amended and restated term loan in the principal amount of THREE MILLION TWENTY-NINE THOUSAND ONE HUNDRED FORTY-THREE AND 38/100 (\$3,029,143.38) DOLLARS (the "1480 Loan"); (iii) that certain amended and restated term loan in the principal amount of THREE MILLION THIRTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY-EIGHT AND 14/100 (\$3,038,758.14) DOLLARS (the "1460 Loan"); and (iv) that certain construction loan in the maximum principal amount of TWO MILLION FIVE HUNDRED SEVENTY-SEVEN THOUSAND AND 00/100 (\$2,577,000.00) DOLLARS (the "2010 New Construction Loan") (hereinafter, the 1550 Loan, the 1480 Loan, the 1460 Loan and the 2010 New Construction Loan are collectively referred to as, the "Loans");

WHEREAS, the Borrowers, the guarantors of the Loans (hereinafter, collectively, referred to herein as, the "Guarantors") and Lender have concurrently entered into that certain Tenth Loan and Mortgage Modification Agreement dated of even date herewith and effective as of January 1, 2013 (the "Tenth Modification") wherein the Maturity Dates of the Loans are extended from January 1, 2013 to September 15, 2013, subject to the terms and conditions of the Tenth Modification;

WHEREAS, the 1550 Loan is presently evidenced by that certain First Amended and Restated 1550 Loan Promissory Note dated as of July 26, 2010 (as the same may be amended, modified, replaced or restated from time to time, including, but not limited to, as amended by the Ninth Modification, collectively referred to herein as, the "1550 Loan Note"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the principal amount of EIGHT MILLION SEVEN HUNDRED FIFTY TWO THOUSAND THREE HUNDRED FORTY AND 33/100 (\$8,752,340.33) DOLLARS and due on January 1, 2013 pursuant to the Ninth Modification (the "1550 Loan Maturity Date"), except as may be accelerated pursuant to the terms of the 1550 Loan Note, the Loan Agreement or of any of the other Loan Documents (as such term is defined in the Loan Agreement and incorporated herein by this reference thereto as fully and with the same effect as if set forth herein at length);

WHEREAS, the 1480 Loan is presently evidenced by that certain First Amended and Restated 1480 Loan Promissory Note dated as of July 26, 2010 (as the same may be amended, modified, replaced or restated from time to time, including, but not limited to, as amended by the Ninth Modification, collectively referred to herein as, the "1480 Note"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the principal amount of THREE MILLION TWENTY-NINE THOUSAND ONE HUNDRED FORTY- THREE AND 38/100 (\$3,029,143.38) DOLLARS and due on January 1, 2013 pursuant to the Ninth Modification (the "1480 Loan Maturity Date"), except as may be accelerated pursuant to the terms of the 1480 Loan Note, the Loan Agreement or of any of the other Loan Documents;

WHEREAS, the 1460 Loan is presently evidenced by that certain First Amended and Restated 1460 Loan Promissory Note dated as of July 26, 2010 (as the same may be amended, modified, replaced or restated from time to time, including, but not limited to, as amended by the Ninth Modification, collectively referred to herein as, the "1460 Note"), jointly and severally

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executed by the Borrowers and made payable to the order of the Lender in the principal amount of THREE MILLION THIRTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY EIGHT AND 14/100 (\$3,038,758.14) DOLLARS and due on January 1, 2013 pursuant to the Ninth Modification (the "**1460 Loan Maturity Date**"), except as may be accelerated pursuant to the terms of the 1460 Loan Note, the Loan Agreement or of any of the other Loan Documents;

WHEREAS, the 2010 New Construction Loan is presently evidenced by that certain 2010 Construction Loan Promissory Note dated as of July 26, 2010 (as the same may be amended, modified, replaced or restated from time to time, including, but not limited to, as amended by the Tenth Modification, collectively referred to herein as, the "**2010 Construction Loan Note**"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the maximum principal amount of TWO MILLION FIVE HUNDRED SEVENTY-SEVEN THOUSAND AND 00/100 (\$2,577,000.00) DOLLARS and due on January 1, 2013 pursuant to the Ninth Modification (the "**2010 Construction Loan Maturity Date**") (hereinafter, the 1550 Note, the 1480 Note, the 1460 Note and the 2010 Construction Loan Note are collectively referred to as, the "**Notes**"). Reference is hereby made to, the Loan Agreement and the Loan Documents (which Loan Agreement and the Loan Documents are all incorporated herein by this reference thereto as fully and with the same effect as if set forth herein at length) for a statement of the covenants and agreements contained therein, a statement of the rights, remedies, and security afforded thereby, and all matters therein contained. Capitalized words and phrases not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement;

WHEREAS, the 1550 Loan, the 1480 Loan, the 1460 Loan and the 2010 New Construction Loan are secured in part by that certain Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of July 15, 2008 executed by Mortgagor to and for the benefit of Lender on the improved real property commonly known as 1480 Renaissance Drive, Park Ridge, Illinois 60068 (the "**1480 Premises**"), which was recorded with the Cook County, Illinois Recorder of Deeds Office on July 18, 2008 as Document No. 0820033134 ("**Construction Mortgage**") (as the same may be amended, modified, replaced or restated from time to time, including, without limitation, as amended by (i) that certain Mortgage and Assignment of Rents and Leases Modification Agreement for the 1480 Premises dated as of July 26, 2010 and recorded with the Cook County, Illinois Recorder of Deeds Office on August 23, 2010 as Document No. 1023533022 (the "**July, 2010 1480 Premises Mortgage Modification**"), (ii) that certain Mortgage and Assignment of Rents and Leases Modification Agreement dated as of August 24, 2011 and recorded September 20, 2011 as Document No. 1126346064 (the "**August, 2011 1480 Premises Mortgage Modification**"), and (iii) that certain Mortgage and Assignment of Rents and Leases Modification Agreement dated as of May 16, 2012 and recorded June 25, 2012 as Document No. 1217704115 (the "**April, 2012 1480 Premises Mortgage Modification**") (hereinafter, the foregoing Construction Mortgage, as amended, modified, replaced or restated from time to time, including, but not limited to, as amended by the July, 2010 1480 Premises Mortgage Modification, the August, 2011 1480 Premises Mortgage Modification, and the April, 2012 1480 Premises Mortgage Modification are collectively referred to herein as, the "**1480 Mortgage**");

WHEREAS, the 1550 Loan, the 1480 Loan, the 1460 Loan and the 2010 New Construction Loan are further secured, *inter alia*, by that certain Assignment of Rents and Leases

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dated as of July 15, 2008 executed by the Mortgagor to and for the benefit of Lender encumbering the 1480 Premises which was recorded on July 18, 2008 with the Cook County, Illinois Recorder of Deeds Office as Document Number 0820033135 (as the same may be amended, modified, replaced or restated from time to time, including, without limitation, as amended by the July, 2010 1480 Premises Mortgage Modification, collectively referred to herein as, the "1480 Assignment of Rents and Premises Leases");

WHEREAS, contemporaneous with the execution of this 2013 Mortgage and Assignment of Rents Modification Agreement, Borrowers, Guarantors and Lender have also entered into that certain Waiver and Tenth Loan Modification Agreement dated and effective as of even date herewith (the "Tenth Modification") which, among other things, subject to the terms and conditions of the Tenth Modification: (a) extends the Maturity Date of the 1550 Loan, the 1460 Loan, the 1480 Loan and the 2010 New Construction Loan from January 1, 2013 to September 15, 2013; (b) amends certain provisions of the 2010 New Construction Loan; and (c) provides for the amendment of the 1480 Mortgage;

WHEREAS, one of Lender's Conditions Precedent (as such term is defined in the Tenth Modification) for extending the Maturity Dates of the 1550 Loan; the 1460 Loan, the 1480 Loan and the 2010 New Construction Loan as provided herein is that the 1480 Mortgage and the 1480 Assignment of Rents each be amended to (a) reflect the extension of the Maturity Dates of the 1550 Loan, the 1460 Loan, the 1480 Loan, and the 2010 New Construction Loan from January 1, 2013 to September 15, 2015 pursuant to the Tenth Modification, which are all presently secured by the 1480 Mortgage and the 1480 Assignment of Rents; (b) amend the Debt Service Coverage Ratio covenant provisions contained in the 1480 Mortgage as set forth herein; and (c) amend the interest rate charged on the Loans; and

WHEREAS, the Mortgagor, which together with Park Ridge and the Holding Company are the Borrowers jointly and severally of the 1550 Loan, the 1460 Loan, the 1480 Loan and the 2010 New Construction Loan, hereby acknowledges and confirms that Mortgagor is benefitted by the extension of the Maturity Dates of such Loans as provided herein and the amendment of the 2010 New Construction Loan pursuant to the Tenth Modification.

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 is hereby acknowledged, **IT IS AGREED**:

AGREEMENTS:

1. **Recitals; Defined Terms.** All of the recitals set forth above are fully incorporated herein by this reference thereto with the same force and effect as though restated herein. Except as specifically defined herein, all capitalized terms used in the recitals and in the body of this 2013 Mortgage and Assignment of Rents Modification Agreement shall have the definitions ascribed therefore in the 1480 Mortgage.

2. **Amendment of the 1480 Mortgage and the 1480 Assignment of Rents and Leases.** Contemporaneously with the execution of this 2013 1480 Premises Mortgage

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Modification, the 1480 Mortgage and the 1480 Assignment of Rents and Leases are hereby each amended as follows:

- (a) The definitions of the 1550 Loan Maturity Date, the 1480 Loan Maturity Date, the 1460 Loan Maturity Date and the 2010 Construction Loan Maturity Date are hereby amended and restated in each of said documents to read, "September 15, 2013."

3. **Notices.** The address for the Mortgage in Paragraph 26 of the 1480 Mortgage is changed to:

Renaissance Northwest Highway LLC
1480 Renaissance Drive
Suite 210
Park Ridge, Illinois 60068
Attn: Joseph H. Ardovitch

4. **Amendment of Provision Regarding Delivering Financial Statements under the 1480 Mortgage: Mortgagor's Calculations of Operating Cash Flow and Debt Service to be Included with Monthly Financial Statements.** The following sentence added as a new sentence at the end of Paragraph 30 of the 1480 Mortgage by the Ninth Modification is modified to read as follows:

"The monthly financial statements for the Mortgagor and the Premises commencing with the month ending January 31, 2013 and for each month thereafter shall also include a calculation of Operating Cash Flow and Debt Service (as such terms are defined in Paragraph 39 of this Mortgage) for the trailing twelve (12) month period ending as of the date of such subject month to which they apply and shall be certified as true and correct by the chief financial officer, the Manager or other appropriate officer, partner or member of the Mortgagor."

Mortgagor must continue to provide all other financial information as required by the 1480 Mortgage without any further modification which may have decreased or eliminated financial reporting requirements.

5. **Debt Service Coverage Ratio in the 1480 Mortgage for purposes of computing the Annual DSC Test.** The Debt Service Coverage Ratio for purposes of computing the Annual DSC Test under Subparagraph (a) of Paragraph 37 of the 1480 Mortgage will be tested on a quarterly basis and must meet the levels of 1.10 to 1.00.

6. **Amendment of the 1480 Mortgage to delete the Interest Only Debt Service Coverage Ratio.** Paragraph 39 of the 1480 Mortgage which was amended and restated as a new Paragraph 39 captioned, "Interest Only Debt Service Coverage Ratio" in the April, 2012 1480 Premises Mortgage Modification is hereby deleted.

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7. **References.** All references in the 1480 Mortgage and the 1480 Assignment of Rents and Leases to the term, the "Notes" shall be deemed to be each of the 1550 Loan Note, the 1460 Loan Note, the 1480 Loan Note and the 2010 Construction Loan Note individually and to all of the foregoing Notes collectively, as each of said Notes is amended by the Seventh Modification, the Eighth Modification, the Ninth Modification and the Tenth Modification. All references in the 1480 Mortgage and the 1480 Assignment of Rents and Leases to the term, the "Loans" shall be deemed to be each of the 1550 Loan, as amended to date, the 1460 Loan, as amended to date, the 1480 Loan, as amended to date and the 2010 New Construction Loan, as amended to date. All references in the 1480 Mortgage and the 1480 Assignment of Rents and Leases to the terms, 1550 Loan Maturity Date, the 1480 Loan Maturity Date, 1460 Loan Maturity Date and the 2010 Construction Loan Maturity Date are hereby amended and restated to be September 15, 2013. All references herein to any of the Loan Documents shall be understood to be to the Loan Documents as previously amended and as amended hereby. All references in any of the Loan Documents to the 1480 Mortgage and the 1480 Assignment of Rents and Leases shall hereafter be deemed to be such documents as previously amended and as amended hereby.

8. **Reaffirmation of the 1480 Mortgage and the 1480 Assignment of Rents and Leases.** Except as previously amended including, without limitation, as amended by the July, 2010 1480 Premises Mortgage Modification, the August, 2011 1480 Premises Mortgage Modification, the April, 2012 1480 Premises Mortgage Modification and as amended by this 2013 1480 Premises Mortgage Modification, the 1480 Mortgage and the 1480 Assignment of Rents and Leases remain unmodified and the terms and conditions thereof remain in full force and effect and shall continue to: (a) secure the Loans; and (b) govern the rights and obligations of the Lender and the Mortgagor.

9. **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 2013 1480 Premises Mortgage Modification. This 2013 1480 Premises Mortgage Modification may be executed in any number of counterparts, all of which shall be taken to be one and the same instrument, with the same effect as if all parties had signed the same signature page.

(SIGNATURE PAGE IMMEDIATELY FOLLOWS)

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IN WITNESS WHEREOF, the Mortgagor and Lender have duly authorized and executed this 2013 1480 Premises Mortgage Modification as of the date first above written.

MORTGAGOR:

RENAISSANCE NORTHWEST HIGHWAY LLC, an Illinois limited liability company

By: ARDMIN PROPERTIES REAL ESTATE INVESTMENT GROUP, INC., an Illinois corporation

Its: Manager

By: Joseph H. Ardovitch PRESIDENT
Name: Joseph H. Ardovitch
Title: President

LENDER:

TCF NATIONAL BANK, a national banking association

By: John E. Baker
Name: John E. Baker
Title: AVP, TCF Bank

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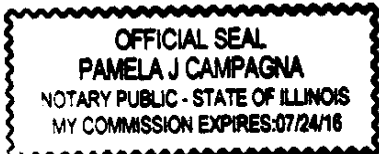
STATE OF ILLINOIS)
) SS.
COUNTY OF Du PAGE)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Joseph H. Ardovitch, the President of Ardmn Properties Real Estate Investment Group, Inc.**, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, in its capacity as the Manager for and on behalf of and as the free and voluntary act of **RENAISSANCE NORTHWEST HIGHWAY LLC**, an Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of July, 2013.

Pamela J Campagna

Notary Public



My Commission Expires:

7/24/16

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

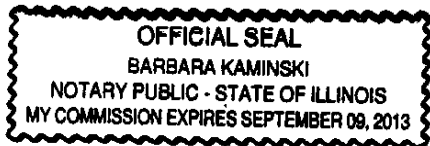
I, Barbara Kaminski, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Joshua Bailey, a A. V. P. of TCF NATIONAL BANK, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice-President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of July 2013.

[Signature]
Notary Public

My Commission Expires:

9-9-13



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EXHIBIT "A" TO 2013 MORTGAGE AND ASSIGNMENT OF RENTS MODIFICATION AGREEMENT FOR 1480 PREMISES

LEGAL DESCRIPTION OF 1480 PREMISES

PARCEL 1:

LOT 1 IN RENAISSANCE II, A RESUBDIVISION OF LOT 2 IN WILLIAMSBURG OFFICE COMPLEX, A SUBDIVISION BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, BOTH IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF PARK RIDGE, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 1976 AS DOCUMENT NUMBER 23419684, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL RIGHT, TITLE AND INTEREST IN AND TO THOSE CERTAIN NON-EXCLUSIVE INGRESS; EGRESS, PARKING AND SURFACE AND SUB-SURFACE DRAINAGE EASEMENTS CREATED PURSUANT TO DECLARATION AND GRANT OF EASEMENTS FILED FOR RECORD ON MARCH 31, 1986 AS DOCUMENT 86121687 OVER AND ACROSS THE PROPERTY DESCRIBED THEREIN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 IN WILLIAMSBURG OFFICE COMPLEX, A SUBDIVISION BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22. BOTH IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF PARK RIDGE, COOK COUNTY, ILLINOIS. ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 12, 1975 AS DOCUMENT 23185011, IN COOK COUNTY, ILLINOIS.

LOTS 2, 4 AND 5 IN RENAISSANCE II, A RESUBDIVISION OF LOT 2 IN WILLIAMSBURG OFFICE COMPLEX, A SUBDIVISION BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF PARK RIDGE, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 1976 AS DOCUMENT NUMBER 23419684, IN COOK COUNTY, ILLINOIS.

LOT 1 IN WILLIAM L. KUNKLE AND COMPANY'S RESUBDIVISION OF CERTAIN LOTS AND PARTS OF LOTS IN BLOCK 3, AND ALL OF THE VACATED ALLEY IN SAID BLOCK; TOGETHER WITH PART OF THE SOUTH 1/2 OF VACATED ASHLAND AVENUE, AND PART OF VACATED FARRELL

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AVENUE, ALL BEING IN FARRELL PARK, BEING A SUBDIVISION OF LOT 8 IN GARLAND ESTATES DIVISION OF LANDS IN SECTION 16 AND SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL RIGHT, TITLE AND INTEREST IN AND TO THOSE CERTAIN NON-EXCLUSIVE INGRESS, EGRESS, PARKING, UTILITY, SANITARY AND STORM SEWER EASEMENTS CREATED PURSUANT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FILED ON JANUARY 4, 1980 AS DOCUMENT NUMBER 25306315 OVER AND ACROSS THE PROPERTY DESCRIBED THEREIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 2, 3, 4 AND 5 IN RENAISSANCE II, A RESUBDIVISION OF LOT 2 IN WILLIAMSBURG OFFICE COMPLEX, A SUBDIVISION BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, BOTH IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF PARK RIDGE, COOK COUNTY, ILLINOIS. ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 1976 AS DOCUMENT NUMBER 23419684, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

1480 Renaissance Drive
Park Ridge, Illinois 60068

PERMANENT TAX IDENTIFICATION NUMBERS:

09-21-206-016
09-22-110-005