

UNOFFICIAL COPY



1616822170

**THIS DOCUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:**

Jay R. Goldberg
Field and Goldberg, LLC
10 South LaSalle Street
Suite 2910
Chicago, IL 60603

Doc#: 1616822170 Fee: \$74.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/16/2016 02:52 PM Pg: 1 of 19

ADDRESS OF PROPERTY:

1505 Greenwood Road
Glenview, IL 60026

PERMANENT INDEX NOS.:

04-28-401-046-0000
04-28-401-047-0000

FOURTH LOAN MODIFICATION AGREEMENT

THIS FOURTH LOAN MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of the 4th day of May, 2011 by and among **MB FINANCIAL BANK, N.A.** ("Lender"), **ITEX GLENVIEW REALTY, L.L.C.**, an Illinois limited liability company ("ITEX"), **JACK RAJCHENBACH** ("Rajchenbach") and **YOSEF DAVIS** ("Davis" and, together with ITEX and Rajchenbach, herein individually and collectively called "Borrower"), **MARK HOLLANDER** ("Mark"), **RAJCHENBACH GLENVIEW TERRACE, LLC**, an Illinois limited liability company, **HOLLANDER GLENVIEW TERRACE, LLC**, an Illinois limited liability company, and **DAVIS GLENVIEW TERRACE, LLC**, an Illinois limited liability company (herein individually and collectively referred to herein as "Pledgor"), and **GLENVIEW TERRACE NURSING CENTER**, an Illinois limited partnership ("Guarantor").

WITNESSETH:

WHEREAS, ITEX, one of the Borrowers, is the owner of certain real estate commonly known as 1505 Greenwood Road, which is located in the Village of Glenview, County of Cook, State of Illinois and more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to Borrower in the stated principal sum of Five Million One Hundred Fifty Thousand Dollars (\$5,150,000.00); and

WHEREAS, the current outstanding principal amount of the Loan is One Million Four Hundred Fifty Thousand Dollars and No Cents (\$1,450,000.00); and

WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender (hereinafter, together with all other documents evidencing, securing or otherwise governing the Loan, collectively referred to as the "Loan Documents"), each of which is dated as of May 20, 2005 unless otherwise stated:

UNOFFICIAL COPY

(a) Note (the "Note") made by Borrower and **BERNARD HOLLANDER** ("Bernard") in the stated principal sum of Five Million One Hundred Fifty Thousand Dollars (\$5,150,000.00);

(b) Guaranty (the "Guaranty") made by Guarantor and **GLENVIEW TERRACE PROPERTY, LLC, an Illinois limited liability company** (herein called "Glenview Terrace Property"), in favor of Lender;

(c) Mortgage (herein called the "Mortgage") made by ITEX to Lender encumbering the Premises and the improvements thereon and all other property, assets and collateral therein described, which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Recorder's Office") as Document No. 0514633154;

(d) Assignment of Rents and Leases made by ITEX to Lender, recorded in the Recorder's Office as Document No. 0514633155;

(e) Pledge Agreement (herein called the "Pledge Agreement") made by Rajchenbach, Bernard and Pledgor in favor of Lender;

(f) Undated Uniform Commercial Code Financing Statements made by ITEX, as debtor, to Lender, as secured party, recorded in the Recorder's Office as Document No. 0514633156 and filed with the Illinois Secretary of State as Document No. 9874135;

(g) Loan Modification Agreement dated May 20, 2008 by and among Lender, Borrower, Bernard, Guarantor and Glenview Terrace Property, recorded in the Recorder's Office as Document No. 0817622015;

(h) Second Loan Modification Agreement dated August 15, 2008 by and among Lender, Borrower, Bernard, Guarantor and Glenview Terrace Property, recorded in the Recorder's Office as Document No. 083153312; and

(i) Third Loan Modification Agreement dated May 4, 2011 by and among Lender, Borrower, Mark and Guarantor, recorded in the Recorder's Office as Document No. 1117445020; and

WHEREAS, Lender and Borrower have agreed to certain modifications to the Loan Documents; and

WHEREAS, the agreements of the parties are set forth herein and limited to this Agreement.

UNOFFICIAL COPY

AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1) **Preambles**. The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.

2) **Definitions**. All terms herein not otherwise defined shall have the same meanings as in the Note, Mortgage and in the other Loan Documents.

3) **Amendment to Note**. In addition to any other modifications contained in this Agreement and notwithstanding anything to the contrary contained in the Note, the Note is hereby further amended as follows:

a. The Maturity Date of the Note shall be May 5, 2021.

b. Subsections E, F, G, I, K, L and M of Section 4 are deleted in their entirety and are hereby replaced with the following:

E. If Guarantor fails to provide to Lender, no later than sixty (60) days after the end of each calendar quarter during the term of the Loan, company prepared business interim financial statements of Guarantor; or

F. If Guarantor fails to provide to Lender, no later than thirty (30) days after the end of each calendar month during the term of the Loan, an accounts receivable aging report of Guarantor; or

G. If Guarantor fails to provide to Lender, no later than thirty (30) days after the end of each calendar month during the term of the Loan, a borrowing base certificate of Guarantor; or

I. If Rajchenbach fails to provide to Lender, no later than three hundred fifteen (315) days after the end of each calendar year during the term of the Loan, personal tax returns of Rajchenbach; or

K. If Davis fails to provide to Lender, no later than three hundred fifteen (315) days after the end of each calendar year during the term of the Loan, personal tax returns of Davis; or

L. If **MARK HOLLANDER** (herein called "Hollander") fails to provide to Lender, no later than one hundred twenty (120) days after the end of each calendar year during the term of the Loan, personal financial statements of Hollander; or

UNOFFICIAL COPY

M. If Hollander fails to provide to Lender, no later than three hundred fifteen (315) days after the end of each calendar year during the term of the Loan, personal tax returns of Hollander,

4) **Amendment to Mortgage.** In addition to any other modifications contained in this Agreement and notwithstanding anything to the contrary contained in the Mortgage, the Mortgage is hereby further amended as follows:

a. The first paragraph of Section 16 is deleted in its entirety and is hereby replaced with the following:

16. **Financial Statements.** The Mortgagor will furnish all financial statements to Mortgagee as required in the Loan Documents. In connection therewith:

b. Subsection 23.A is deleted in its entirety and is hereby replaced with the following:

A. Upon an Event of Default, Mortgagee shall be entitled to have appointed a receiver of the Premises and the Mortgagor for itself and for any subsequent owner and/or Mortgagor of the Premises hereby waives any and all defenses and objections to the application for a receiver as above provided and hereby specifically consents to such appointment,

c. The Mortgage is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

5) **Amendment to Guaranty.** In addition to any other modifications contained in this Agreement and notwithstanding anything to the contrary contained in the Guaranty, the Guaranty is hereby further amended as follows:

a. Subsections B, C, D, F, H, I and J of Section 20 are deleted in their entirety and are hereby replaced with the following:

B. If Glenview Terrace fails to provide to Obligees, no later than sixty (60) days after the end of each calendar quarter during the term of the Loan, company prepared business interim financial statements of Glenview Terrace; or

C. If Glenview Terrace fails to provide to Obligees, no later than thirty (30) days after the end of each calendar month during the term of the Loan, an accounts receivable aging report of Glenview Terrace; or

UNOFFICIAL COPY

D. If Glenview Terrace fails to provide to Obligees, no later than thirty (30) days after the end of each calendar month during the term of the Loan, a borrowing base certificate of Glenview Terrace; or

F. If Rajchenbach fails to provide to Obligees, no later than three hundred fifteen (315) days after the end of each calendar year during the term of the Loan, personal tax returns of Rajchenbach; or

H. If Davis fails to provide to Obligees, no later than three hundred fifteen (300) days after the end of each calendar year during the term of the Loan, personal tax returns of Davis; or

I. If **MARK HOLLANDER** (herein called "Hollander") fails to provide to Obligees, no later than one hundred twenty (120) days after the end of each calendar year during the term of the Loan, personal financial statements of Hollander; or

J. If Hollander fails to provide to Obligees, no later than three hundred fifteen (315) days after the end of each calendar year during the term of the Loan, personal tax returns of Hollander.

b. The Guaranty is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

6) **Amendment to Pledge Agreement.** In addition to any other modifications contained in this Agreement and notwithstanding anything to the contrary contained in the Pledge Agreement, the Pledge Agreement is hereby further amended as follows:

a. The first WHEREAS appearing on Page 1 of the Pledge Agreement is deleted in its entirety.

b. The Pledge Agreement is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

7) **Continued Priority.** In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, nunc pro

UNOFFICIAL COPY

tunc, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

8) **Title Insurance.** Concurrent with the execution and delivery hereof by Borrower, Borrower agrees to provide Lender with an endorsement to its mortgagee's policy of title insurance ("Title Policy"), which endorsement shall be acceptable to Lender and shall guarantee as of the date hereof that:

a. there are no objections to title except (a) the objections to title other than real estate taxes reflected on the Title Policy, and (b) general real estate taxes for the year 2015 (second installment) and subsequent years, a lien that is not due or payable;

b. reflects the recording of this Agreement; and

c. re-dates the effective date of the Title Policy to the date of recording of this Agreement; and

together with such other endorsements required by Lender.

9) **Lender Expenses.** Borrower agrees to pay all costs, fees and expenses (including but not limited to reasonable legal fees) incurred by Lender in connection with the preparation of this Agreement. Such of the foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within five (5) business days after notice from Lender of the amount due and the reason therefor.

10) **Non-Waiver.** In the event Lender shall at any time or from time to time disburse portions of the Loan without Borrower first satisfying all conditions precedent set forth herein or in the Loan Documents, Lender shall not thereby be deemed to have waived its right to require such satisfaction of the same or other condition as a condition precedent to its obligations to make further disbursement of the Loan.

11) **Ratification.** The Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent otherwise expressly modified hereby. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended.

12) **Release.** Borrower and any other obligor under the Loan, on behalf of themselves and their respective successors and assigns (collectively and individually, the "Mortgagor Parties"), hereby fully, finally and completely release, remise, acquit and forever discharge, and agree to hold harmless Lender and its respective successors, assigns,

UNOFFICIAL COPY

affiliates, subsidiaries, parents, officers, shareholders, directors, employees, fiduciaries, attorneys, agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, the "Mortgagee Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions, and causes of action of any and every nature whatsoever, known or unknown, direct or indirect, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future (collectively, the "claims"), which the Mortgagor Parties have as of the date of this agreement or may claim to have against the Mortgagee Parties, including but not limited to, any claims arising out of or with respect to any and all transactions relating to the Loan or the Loan Documents occurring on or before the date of this Agreement, including but not limited to, any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of the Mortgagee Parties occurring on or before the date of this Agreement. The foregoing release is intended to be, and is, a full, complete and general release in favor of the Mortgagee Parties with respect to all claims, demands, actions, causes of action and other matters described therein, or any other theory, cause of action, occurrence, matter or thing which might result in liability upon the Mortgagee Parties arising or occurring on or before the date of this Agreement. The Mortgagor Parties understand and agree that the foregoing general release is in consideration for the agreements of Lender contained herein and that they will receive no further consideration for such release.

Furthermore, each of the Mortgagor Parties represents and warrants to Lender that she, he or it: (i) read this agreement, including without limitation, the release set forth in this section (the "Release Provision"), and understands all of the terms and conditions hereof, and (ii) executes this Agreement voluntarily with full knowledge of the significance of this Release Provision and the releases contained herein and execution hereof. The Mortgagor Parties agree to assume the risk of any and all unknown, unanticipated, or misunderstood claims that are released by this Agreement.

13) **Joinder of Guarantor.** Notwithstanding anything to the contrary contained herein, Guarantor has entered into this Agreement for the purpose of ratifying and confirming Guarantor's obligations under the Guaranty, as amended hereby, and to acknowledge that the Guaranty and the other Loan Documents, as amended hereby, remain in full force and effect.

14) **Joinder of Pledgor.** Notwithstanding anything to the contrary contained herein, Pledgor has entered into this Agreement for the purpose of ratifying and confirming Pledgor's obligations under the Pledge Agreement, as amended hereby, and to acknowledge that the Pledge Agreement and the other Loan Documents, as amended hereby, remain in full force and effect.

UNOFFICIAL COPY

15) **Counterpart**. This Agreement may be executed in separate counterparts and such counterparts, taken together, shall constitute a fully executed and enforceable Agreement.


(Signature Page Follows)

Property of Cook County Clerk's Office


UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day, month and year first written above.

MB FINANCIAL BANK, N.A.

By: 
Name: Mitchell A. Morgenstern
Title: Senior Vice President

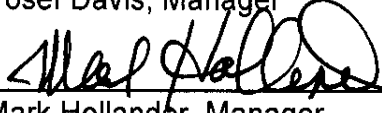
ITEX GLENVIEW REALTY, L.L.C., an Illinois limited liability company


x By: 
Jack Rajchenbach, Manager

GLENVIEW TERRACE NURSING CENTER, an Illinois limited partnership

By: Hollander Glenview Terrace, LLC, an Illinois limited liability company, its general partner

By: Yosef Davis, Manager

By: 
Mark Hollander, Manager

By: 
Mark Hollander, Manager

x JACK RAJCHENBACH

x By: Rajchenbach Glenview Terrace, LLC, an Illinois limited liability company, its general partner

YOSEF DAVIS

By: Jack Rajchenbach, Manager


MARK HOLLANDER

By: Davis Glenview Terrace, LLC, an Illinois limited liability company, its general partner

RAJCHENBACH GLENVIEW TERRACE, LLC, an Illinois limited liability company

By: Yosef Davis, Manager

x By: Jack Rajchenbach, Manager

DAVIS GLENVIEW TERRACE, LLC, an Illinois limited liability company

HOLLANDER GLENVIEW TERRACE, LLC, an Illinois limited liability company

By: Yosef Davis, Manager

By: 
Mark Hollander, Manager

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day, month and year first written above.

MB FINANCIAL BANK, N.A.

By: _____
Name: _____
Title: _____

GLENVIEW TERRACE NURSING CENTER, an Illinois limited partnership

By: Hollander Glenview Terrace, LLC, an Illinois limited liability company, its general partner

By: _____
Mark Hollander, Manager

By: Rajchenbach Glenview Terrace, LLC, an Illinois limited liability company, its general partner

By: _____
Jack Rajchenbach, Manager

By: Davis Glenview Terrace, LLC, an Illinois limited liability company, its general partner

By: Yosef Davis
Yosef Davis, Manager

DAVIS GLENVIEW TERRACE, LLC, an Illinois limited liability company

By: Yosef Davis
Yosef Davis, Manager

ITEX GLENVIEW REALTY, L.L.C., an Illinois limited liability company

By: _____
Jack Rajchenbach, Manager

By: Yosef Davis
Yosef Davis, Manager

By: _____
Mark Hollander, Manager

JACK RAJCHENBACH

Yosef Davis
YOSEF DAVIS

MARK HOLLANDER

RAJCHENBACH GLENVIEW TERRACE, LLC, an Illinois limited liability company

By: _____
Jack Rajchenbach, Manager

HOLLANDER GLENVIEW TERRACE, LLC, an Illinois limited liability company

By: _____
Mark Hollander, Manager

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day, month and year first written above.

MB FINANCIAL BANK, N.A.

By: _____
Name: _____
Title: _____

ITEX GLENVIEW REALTY, L.L.C., an Illinois limited liability company


+ By:  _____
Jack Rajchenbach, Manager

GLENVIEW TERRACE NURSING CENTER, an Illinois limited partnership

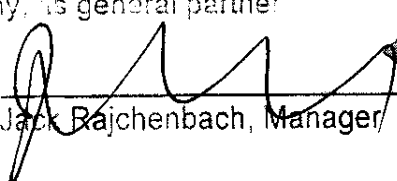
By: Hollander Glenview Terrace, LLC, an Illinois limited liability company, its general partner

By: _____
Yosef Davis, Manager

By: _____
Mark Hollander, Manager

+  _____
JACK RAJCHENBACH

+ By: Rajchenbach Glenview Terrace, LLC, an Illinois limited liability company, its general partner

By:  _____
Jack Rajchenbach, Manager

By: _____
YOSEF DAVIS

MARK HOLLANDER

By: Davis Glenview Terrace, LLC, an Illinois limited liability company, its general partner

By: _____
Yosef Davis, Manager

RAJCHENBACH GLENVIEW TERRACE, LLC, an Illinois limited liability company

+  _____
Jack Rajchenbach, Manager

DAVIS GLENVIEW TERRACE, LLC, an Illinois limited liability company

By: _____
Yosef Davis, Manager

HOLLANDER GLENVIEW TERRACE, LLC, an Illinois limited liability company

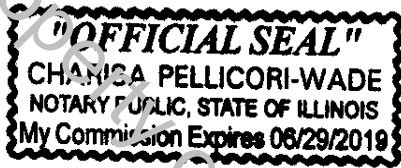
By: _____
Mark Hollander, Manager

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Mitchell A. Margenstein the SVP of **MB Financial Bank, N.A.**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of June, 2016.



Charisa Pellicori-Wade
Notary Public

Proprietor of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Jack Rajchenbach**, the Manager of **ITEX Glenview Realty, L.L.C.**, an **Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of **ITEX Glenview Realty, L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of June, 2016.



[Handwritten Signature]

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Jack Rajchenbach**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of June, 2016.



[Handwritten Signature]

Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Jack Rajchenbach**, the Manager of **Rajchenbach Glenview Terrace, LLC**, an Illinois limited liability company, the General Partner of **Glenview Terrace Nursing Center**, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of **Glenview Terrace Nursing Center**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of June, 2016.



Shauna L. Martin

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Jack Rajchenbach**, the Manager of **Rajchenbach Glenview Terrace, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of **Rajchenbach Glenview Terrace, LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of June, 2016.



Shauna L. Martin

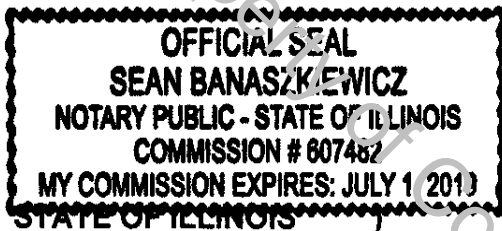
Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Yosef Davis**, the Manager of **ITEX Glenview Realty, L.L.C.**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of **ITEX Glenview Realty, L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3 day of JUNE, 2016.



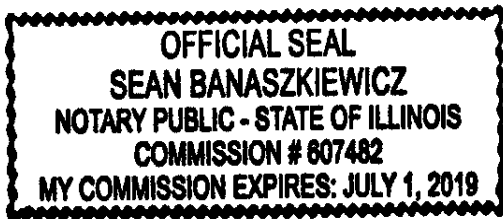
SB

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Yosef Davis**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3 day of JUNE, 2016.



SB

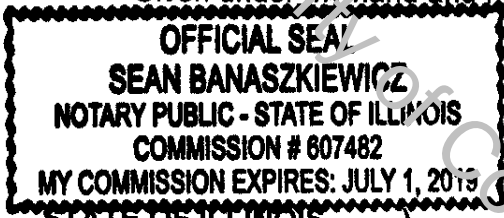
Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Yosef Davis**, the Manager of **Davis Glenview Terrace, LLC**, an **Illinois limited liability company**, the General Partner of **Glenview Terrace Nursing Center**, an **Illinois limited partnership**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of **Glenview Terrace Nursing Center**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3 day of JUNE, 2016.



SBS

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Yosef Davis**, the Manager of **Davis Glenview Terrace, LLC**, an **Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of **Davis Glenview Terrace, LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3 day of JUNE, 2016.



SBS

Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Mark Hollander**, the Manager of **ITEX Glenview Realty, L.L.C.**, an **Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of **ITEX Glenview Realty, L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of June, 2016.



[Signature]
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Mark Hollander**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of June, 2016.



[Signature]
Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Mark Hollander**, the Manager of **Hollander Glenview Terrace, LLC**, an Illinois limited liability company, the General Partner of **Glenview Terrace Nursing Center**, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of **Glenview Terrace Nursing Center**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of June, 2016.



[Handwritten Signature]

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Mark Hollander**, the Manager of **Hollander Glenview Terrace, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of **Hollander Glenview Terrace, LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of June, 2016.



[Handwritten Signature]

Notary Public

UNOFFICIAL COPY

EXHIBIT A

Legal Description

Parcel 1:

The South 1/2 of the North 20 acres of the Southwest 1/4 of the South East 1/4 of Section 28, Township 42 North, Range 12 East of the Third Principal Meridian (except that part thereof falling within the East 5 acres of said North 20 acres and except that part thereof falling within the West 477.63 feet of said North 20 acres) in Cook County, Illinois

Also

Parcel 2:

Easement for ingress and egress for the benefit of Parcel 1 over and upon the South 20 feet of the West 477.63 feet of the South 1/2 of the North 20 acres of the Southwest 1/4 of the South East 1/4 of Section 28, Township 42 North, Range 12 East of the Third Principal Meridian as created by Deed by Mary M. Kellen and Harold C. Kellen her husband, to Herman Fabry dated September 25, 1944 and recorded October 3, 1944 as Document Number 13368716 and confirmed by decree entered May 28, 1952 in Circuit Court of Cook County, Illinois as Case 52 C 1801 all in Cook County, Illinois

Address of Property: 1505 Greenwood Road
Glenview, IL 60026

Permanent Index Nos.: 04-28-401-046-0000
04-28-401-047-0000