

# UNOFFICIAL COPY

Doc#: 1705247094 Fee: \$64.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/21/2017 10:47 AM Pg: 1 of 9

THIS INSTRUMENT PREPARED  
BY AND UPON RECORDING  
SHOULD BE RETURNED TO:

Margaret Ann Brown, Esq.  
Troutman Sanders LLP  
1850 Towers Crescent Plaza, Suite 500  
Tysons Corner, Virginia 22182

ADDRESS: 10 North Summit  
Avenue, Park Ridge Illinois

TAX PARCEL NUMBER: 09-26-423-007-0000

## FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING (this "Agreement") is made as of the 15<sup>th</sup> day of February, 2017, by **CSH PARK RIDGE, LLC**, a Delaware limited liability company (together with its successors and assigns, "Borrower"), whose address is c/o Capitol Seniors Housing, 1275 Pennsylvania Avenue, NW, Washington, DC 20004, and **SYNOVUS BANK**, a Georgia state banking corporation (together with its successors and assigns, "Lender") whose address is 800 Shades Creek Parkway, Suite 325, Birmingham, Alabama 35209, Attention: Senior Housing and Healthcare Lending. **CSH PARK RIDGE LESSEE, LLC**, a Delaware limited liability company ("Tenant"), whose address is c/o Capitol Seniors Housing, 1275 Pennsylvania Avenue, NW, Washington, DC 20004 joins in this Agreement for the purpose of subordinating its interest in the Mortgaged Property created by the Master Lease as well as granting a security instrument in any portion of the Mortgaged Property owned by Tenant.

### RECITALS

A. Pursuant to the terms of that Loan Agreement dated September 18, 2015 by and between the Borrower and the Lender, as amended by a First Amendment to Loan Agreement dated of even date herewith (such Loan Agreement, together with all modifications thereto, extensions or renewals thereof and substitutions therefor being hereinafter referred to as the "Loan Agreement") Lender made (i) a term loan to Borrower in the principal amount not to exceed Twenty-One Million Seven Hundred Forty Thousand and No/100 Dollars (\$21,740,000.00) (the "Term Loan") and (ii) a construction loan to Borrower in the principal amount not to exceed Four Million Two Hundred Thirty-Seven Thousand and No/100 Dollars (\$4,237,000.00) (the "Construction Loan"; the Construction Loan, together with the Term Loan, each a "Loan" and collectively, the "Loans"), which Construction Loan may be increased by an earnout advance in an additional principal amount of up to Two Million Dollars (\$2,000,000.00).

B. The Term Loan is evidenced by a certain Promissory Note (Term Loan) of even date herewith from Borrower in the maximum principal amount of Twenty-One Million Seven Hundred Forty Thousand and No/100 Dollars (\$21,740,000.00) (as amended, modified,

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substituted, extended, and renewed from time to time, the "Term Note"), payable to the order of Lender with interest from the date thereof at the rates set forth in the Term Note, principal and interest to be payable in accordance with the terms and conditions provided in the Term Note. The Construction Loan is evidenced by a certain Promissory Note (Construction Loan) of even date herewith from Borrower in the maximum principal amount of Four Million Two Hundred Thirty-Seven Thousand and No/100 Dollars (\$4,237,000.00) as amended by a First Amendment to Promissory Note (Construction Loan) dated of even date herewith (as further amended, modified, substituted, extended, and renewed from time to time, the "Construction Note"; the Construction Note, together with the Term Note, each a "Note" and collectively, the "Notes"), payable to the order of Lender with interest from the date thereof at the rates set forth in the Construction Note, principal and interest to be payable in accordance with the terms and conditions provided in the Construction Note.

C. Lender and Borrower (joined by Tenant) entered into a Mortgage, Assignment, Security Agreement and Fixture Filing dated September 18, 2015, and recorded on September 23, 2015 in the Cook County Recorder of Deeds as Instrument No. 1526645033 (the same, as amended by this Agreement and as amended, modified, substituted, extended, and renewed from time to time, the "Security Instrument"), encumbering the covering the premises of and improvements made to property described on Exhibit A attached hereto and made a part hereof (the "Property"), which Security Instrument secured the Loan.

D. Borrower has requested that the Lender increase the maximum principal amount of the Construction Loan to finance additional costs of the construction of the Improvements (as defined in the Loan Agreement) and further in connection with the increase of the principal amount of the Construction Loan, Lender, Tenant and Borrower desire to increase the lien of the Security Instrument by One Million One Hundred Sixty-Six Thousand Five Hundred Seventy-Four and No/100 Dollars (\$1,166,574.00) to the principal amount of Twenty-Nine Million One Hundred Forty-Three Thousand Five Hundred Seventy-Four and No/100 Dollars (\$29,143,574.00).

E. Lender, Tenant and Borrower have agreed to execute and deliver this Agreement, amending the Security Instrument, to satisfy such desire to modify the terms of the Security Instrument as more particularly set forth herein.

## AGREEMENTS

NOW, THEREFORE, in consideration of the premises and for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, for themselves, their respective heirs, personal representatives, successors and assigns do hereby mutually covenant and agree as follows:

1. Borrower, Tenant and Lender agree that the Recitals above are a part of this Agreement. Unless otherwise expressly defined in this Agreement, terms defined in the Security Instrument shall have the same meaning under this Agreement.

2. Borrower and Tenant each represents and warrants to Lender as follows:

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(a) Borrower and Tenant is each a limited liability company duly organized, and validly existing and in good standing under the laws of the State of Delaware, and is duly qualified to do business as a foreign corporation in good standing in every other state wherein the conduct of its business or the ownership of its property requires such qualification;

(b) Borrower and Tenant each have the power and authority to execute and deliver this Agreement and perform its obligations hereunder and has taken all necessary and appropriate action to authorize the execution, delivery and performance of this Agreement;

(c) The Security Instrument remains in full force and effect, and constitutes the valid and legally binding obligation of Borrower and Tenant, enforceable in accordance with its terms;

(d) All of Borrower's and Tenant's representations and warranties contained in the Security Instrument are true and correct on and as of the date of Borrower's and Tenant's execution of this Agreement in all material respects except to the extent such previous representation and/or warranty was made as of a particular date; and

(e) To Borrower's and Tenant's knowledge, no Event of Default and no event which, with notice, lapse of time or both would constitute an Event of Default, has occurred and is continuing under the Security Instrument

3. The lien of the Security Instrument is hereby increased by One Million One Hundred Sixty-Six Thousand Five Hundred Seventy-Four and No/100 Dollars (\$1,166,574.00) to the principal amount of Twenty-Nine Million One Hundred Forty-Three Thousand Five Hundred Seventy-Four and No/100 Dollars (\$29,143,574.00) (the "Increased Loan Amount"). Accordingly, from and after the date hereof all references to the principal sum of the Loan in the Security Instrument shall mean and refer to the principal sum of Twenty-Nine Million One Hundred Forty-Three Thousand Five Hundred Seventy-Four and No/100 Dollars (\$29,143,574.00) and all references to the "Note" in the Security Instrument shall collectively mean and refer to (i) the Construction Note and (ii) the Term Note, all references to the "Loan Agreement" in the Security Instrument shall collectively mean and refer to the Loan Agreement, and all references to the "Loan Obligations" in the Security Instrument shall collectively mean and refer to the Loan Obligations as increased by the Increased Loan Amount.

4. Borrower and Tenant hereby issues, ratifies and confirms the representations, warranties and covenants contained in the Security Instrument, as amended hereby. Borrower and Tenant agree that this Agreement is not intended to and shall not cause a novation with respect to any or all of the obligations of Borrower or tenant under the Security Instrument. Except as expressly modified herein, the terms, provisions and covenants of the Security Instrument are in all other respects hereby ratified and confirmed and remain in full force and effect.

5. THE PARTIES HERETO AGREE THAT THE VALIDITY, INTERPRETATION, ENFORCEMENT AND EFFECT OF THIS AGREEMENT, AND ANY LOAN DOCUMENT WHICH DOES NOT ITSELF EXPRESSLY IDENTIFY THE LAW THAT IS TO APPLY TO IT, SHALL BE GOVERNED BY, AND CONSTRUED IN

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ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA, PROVIDED, THAT THE PARTIES AGREE THAT THE PROVISIONS FOR THE CREATION, PERFECTION, ENFORCEMENT AND FORECLOSURE OF THE LIENS ON AND SECURITY INTERESTS IN OR ASSIGNMENTS OF ANY OF THE MORTGAGED PROPERTY (AS DEFINED IN THE SECURITY INSTRUMENT) CREATED PURSUANT TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE PROPERTY JURISDICTION.

6. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same instrument. Borrower and Tenant agree that Lender may rely on a telecopy of any signature of Borrower and Tenant. Lender agrees that Borrower and Tenant may rely on a telecopy of this Agreement executed by Lender.

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IN WITNESS WHEREOF, Borrower, Tenant and Lender have executed this Agreement under seal as of the date and year first written above.

**WITNESS OR ATTEST:**

M. Dorset

Print Name: Morgan Dorset

**BORROWER:**

**CSH PARK RIDGE, LLC,**  
a Delaware limited liability company

By: [Signature] [SEAL]  
Name: **Fred Moon**  
Title: **Vice President**

STATE OF DC

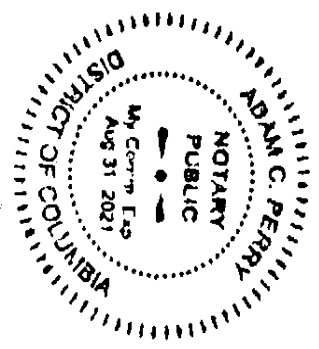
CITY/COUNTY OF DC

The foregoing instrument was acknowledged before me this 8 day of February, 2017, by Fred Moon, the Vice President of CSH Park Ridge, LLC, a Delaware limited liability company, on behalf of the company.

[Signature]  
Print Name: Adam Perry  
Notary Public

[NOTARY STAMP OR SEAL]

My Commission Expires: 8/31/2021



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**WITNESS OR ATTEST:**

M. Dorset

Print Name: Morgan Dorset

**TENANT:**

**CSH PARK RIDGE LESSEE, LLC,**  
a Delaware limited liability company

By: [Signature] [SEAL]  
Name: **Fred Moon**  
Title: **Vice President**

STATE OF DC  
CITY/COUNTY OF DC

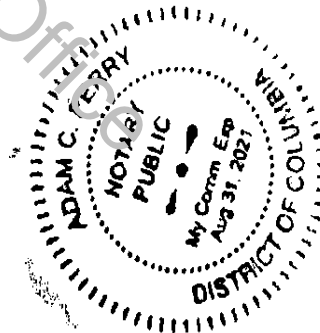
The foregoing instrument was acknowledged before me this 8 day of February, 2017, by Fred Moon, the Vice President of CSH Park Ridge Lessee, LLC, a Delaware limited liability company, on behalf of the company.

[Signature]  
Print Name:  
Notary Public

[NOTARY STAMP OR SEAL]

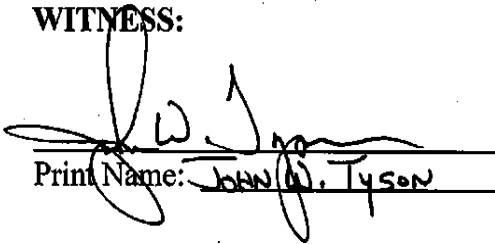
My Commission Expires: 8/31/2021

[SIGNATURES CONTINUE ON FOLLOWING PAGE]




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WITNESS:

  
Print Name: John W. Tyson

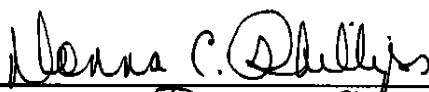
**SYNOVUS BANK,**  
a Georgia state banking corporation

By:  [SEAL]  
Sarah Duggan  
Managing Director

STATE OF Alabama

CITY/COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2017, by Sarah Duggan, as Managing Director of Synovus Bank, a Georgia state banking corporation. She is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

  
Print Name: Donna C. Phillips  
Notary Public  
My Commission Expires: 7/28/17

[NOTARY STAMP OR SEAL]

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOTS 9 TO 12 AND LOT 13 (EXCEPT THE NORTH 55 FEET THEREOF) IN BLOCK 7 IN PENNY AND ROOT'S SUBDIVISION OF BLOCKS 6 AND 7 IN BRICKTON, A SUBDIVISION OF PENNY AND MEACHAM OF PART OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE FOLLOWING DESCRIPTION IS ONE AND THE SAME PROPERTY AS THE PROPERTY DESCRIBED AS PARCEL 1:

LOTS 9 TO 12 AND LOT 13 (EXCEPT THE NORTH 55 FEET THEREOF) IN BLOCK 7 IN PENNY AND ROOT'S SUBDIVISION OF BLOCKS 6 AND 7 IN BRICKTON, A SUBDIVISION OF PENNY AND MEACHAM OF PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 55 FEET OF LOT 13 IN SAID BLOCK 7, WITH THE WEST LINE OF SAID LOT 13, BEING ALSO THE EAST LINE OF MEACHAM AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (BEING AN ASSUMED BEARING FOR THIS LEGAL DESCRIPTION) ALONG THE WEST LINE OF LOTS 9, 10, 11, 12 AND 13, AND THE EAST LINE OF SAID MEACHAM AVENUE, A DISTANCE OF 274.28 FEET TO THE SOUTH WEST CORNER OF SAID LOT 9, BEING A POINT ON THE NORTH LINE OF TOUHY AVENUE; THENCE NORTH 88 DEGREES 05 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 9 AND THE NORTH LINE OF SAID TOUHY AVENUE, A DISTANCE OF 184.73 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9, BEING A POINT ON THE WEST LINE OF SUMMIT AVENUE; THENCE NORTH 00 DEGREES 23 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF LOTS 9, 10, 11, 12 AND 13, BEING ALSO THE WEST LINE OF SAID SUMMIT AVENUE, A DISTANCE OF 274.60 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH 55 FEET OF LOT 13 IN SAID BLOCK 7; THENCE SOUTH 88 DEGREES 01 MINUTES 05 SECONDS WEST ALONG SAID LAST DESCRIBED SOUTH LINE A DISTANCE OF 186.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

NON-EXCLUSIVE EASEMENTS DATED JUNE 16, 2008 AND RECORDED DECEMBER 11, 2008 AS DOCUMENT 0834618035 AS ACKNOWLEDGED BY THE CITY OF PARK RIDGE, AN ILLINOIS MUNICIPAL CORPORATION AND SUMMIT SQUARE, LLC FOR THE PURPOSE OF THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT



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AND INSTALLATION OF STAIRWAYS AND RELATED FIXTURES AND ATTACHMENTS UPON, OVER, THROUGH, THE FOLLOWING DESCRIBED PROPERTY:

(NORTH)

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 IN UPTOWN REDEVELOPMENT PHASE 2, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 2, 133.60 FEET TO A PLACE OF BEGINNING; THENCE NORTH AT 90 DEGREES TO THE LAST DESCRIBED LINE A DISTANCE OF 4.00 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 16.00 FEET; THENCE SOUTH AT 90 DEGREES TO THE LAST DESCRIBED LINE, A DISTANCE OF 4.00 FEET TO A POINT ON THE AFORESAID SAID SOUTH LINE OF SAID LOT 2; THENCE WEST ALONG SAID LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(WEST)

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 7 IN PENNY AND ROOT'S SUBDIVISION OF BLOCKS 6 AND 7 IN BRICKTON, A SUBDIVISION OF PENNY AND MEACHAM OF PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 9, BEING ALSO THE EAST LINE OF MECHAM AVENUE, A DISTANCE OF 27.59 FEET TO A PLACE OF BEGINNING; THENCE WEST AT 90 DEGREES TO THE LAST DESCRIBED LINE A DISTANCE OF 4.00 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 9, A DISTANCE OF 22.00 FEET; THENCE EAST AT 90 DEGREES TO THE LAST DESCRIBED LINE, A DISTANCE OF 4.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 9; THENCE SOUTH ALONG SAID LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY:

ADDRESS: 10 NORTH SUMMIT AVENUE, PARK RIDGE ILLINOIS

TAX PARCEL NUMBER: 09-26-423-007-0000

(End of Description)