

UNOFFICIAL COPY

**This Document Prepared by
and after Recording Return to:**
Hinshaw & Culbertson LLP
151 North Franklin Street
Suite 2500
Chicago, Illinois 60606-1821
Attn: Stephen H. Malato, Esq.

Doc#: 1833142085 Fee: \$76.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/27/2018 10:27 AM Pg: 1 of 15

Property Address:
7000-7002 Cermak Road
Berwyn, Illinois

Tax ID Nos.: See Exhibit A

This space for Recorder's use only

THIRD LOAN MODIFICATION AGREEMENT

THIS THIRD LOAN MODIFICATION AGREEMENT ("Third Modification Agreement") is dated as of November __, 2018, and is made by GENWORTH LIFE AND ANNUITY INSURANCE COMPANY, a Virginia corporation ("Lender") and BERWYN GATEWAY PARTNERS, LLC, an Illinois limited liability company ("Gateway" or "Borrower").

RECITALS

A. Original Loan Documents. On or about November 24, 2014, Lender made a loan ("Original Loan") to Gateway and BERWYN GATEWAY PARTNERS IV, LLC, an Illinois limited liability company ("Gateway IV") (Gateway and Gateway IV are together the "Original Borrower") in the principal sum of Six Million Seven Hundred Thousand Dollars and No Cents (\$6,700,000.00). The Original Loan was evidenced by the following documents (collectively, the "Original Loan Documents"):

1. Promissory Note dated November 24, 2014 (the "Original Note") in the Original Loan amount.

2. Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing (the "Original Mortgage") dated November 24, 2014, recorded on December 4, 2014, in the Office of the Recorder of Deeds for Cook County, Illinois (the "Recorder's Office"), as Document No. 1433833002, and encumbering the property legally described on the attached Exhibit A ("Parcel 2") and other property (such other property herein referred to as "Parcel 1"), all as more specifically described in the Original Mortgage.

3. Other loan documents ("Other Existing Loan Documents"), executed and delivered by Gateway IV, Gateway and "Guarantors" (as such term is hereinafter defined) contemporaneously with the execution and delivery of the Original Note which, together with the Original Note and Original Mortgage, are herein referred to as the "Original Loan Documents").

B. Gateway IV was the fee title owner of Parcel 1.

UNOFFICIAL COPY

C. Pursuant to that certain Purchase and Sale Agreement, executed by J.P.S. OAK STREET, LLC, an Ohio limited liability company (the "New Borrower") on September 4 and executed by Gateway IV on September 6, 2015, as amended by First Amendment to Purchase and Sale Agreement dated October 8, 2015, Gateway IV agreed to sell and New Borrower agreed to purchase Parcel 1.

D. In connection with the sale of Parcel 1 to New Borrower, Original Borrower asked Lender to:

1. Divide the Original Loan into two parts:
 - a. One in the amount of One Million Four Hundred Fifty Thousand (\$1,450,000.00) (the "Assumed Loan"), the repayment of which was by assumed by New Borrower;
 - b. One in the amount of Five Million One Hundred Eight Thousand Eight Hundred Eighty-Six and 82/100 (\$5,108,886.82) (the "Remaining Original Loan") which remained the obligation of Gateway.
2. Divide the Original Loan Documents into two parts:
 - a. One set of which affects Parcel 1 and which secures the payment of the Assumed Loan; and
 - b. One set of which affects Parcel 2 which secures the payment of the Remaining Original Loan.

E. Lender agreed to the transaction described in Recital D above and to the division of the Original Loan and the Original Loan Documents, which division as it relates to Gateway and Parcel 2 was evidenced by the following documents (collectively, the "First Modification Parcel 2 Loan Documents"):

1. First Loan Modification and Partial Assumption Agreement ("First Modification") dated December 1, 2015, recorded on December 1, 2015, in the Recorder's Office as Document No. 1534822009, Official Records;
2. Amended and Restated Promissory Note in the amount of Five Million One Hundred Eight Thousand Eight Hundred Eighty-Six and 82/100 Dollars (\$5,108,886.82), dated as of December 1, 2015, executed by Gateway and payable to Lender (the "First Amended and Restated Original Note").

F. Gateway requested that Lender advance additional funds ("Previous Additional Advance"), to be secured by the Original Mortgage of Parcel 1 and the other Original Loan Documents, as modified by the First Modification, and Lender did so, all on the terms and conditions set forth in that certain Second Modification Agreement dated December 20, 2016, and recorded in the Recorder's Office as Document No. 1700542051 ("Second Modification"). Pursuant to the Second Modification, the First Amended and Restated Original Note was further amended and restated and the indebtedness evidenced by the First Amended and Restated

UNOFFICIAL COPY

Original Note, as incurred by and the Previous Additional Advance, were evidenced by that certain Amended and Restated Promissory Note in the amount of Five Million Six Hundred Thousand and 00/100 Dollars (\$5,600,000.00) dated December 20, 2016, executed by Gateway and payable to Lender (the "Second Amended and Restated Original Note"). A complete schedule of the Original Loan Documents and the documents executed in connection with the First Modification and the Second Modification which apply to Gateway and Parcel 2 are identified on Exhibit B attached hereto and made a part hereof (the "Existing Parcel 2 Loan Documents").

G. Gateway has requested that Lender: (i) advance Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00) of additional funds (the "New Additional Advance"), which is to be secured by the Existing Parcel 2 Loan Documents; and (ii) amend and restate the Second Amended and Restated Original Note to set a new amortization schedule, and Lender is willing to do so, all on the terms and conditions set forth in this Third Modification.

AGREEMENT

THEREFORE, the parties agree as follows:

A. Regarding the Modification:

1. Disbursement of New Additional Advance and Modifications to the Existing Parcel 2 Loan Documents. The Original Mortgage and the other Existing Parcel 2 Loan Documents are hereby modified and amended as follows:

(a) The Disbursement of the New Additional Advance. Lender shall disburse to Gateway the sum of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), which shall be disbursed upon satisfaction of all of the conditions set forth in Section B2 following.

(b) Modification of Existing Parcel 2 Loan Documents. From and after the Modification Date, the Existing Parcel 2 Loan Documents shall be further modified as follows:

- (1) The New Additional Advance shall be evidenced by a Promissory Note of even date herewith executed by Gateway in the amount of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00) (the "\$550,000.00 Note") and shall be paid in accordance with the terms thereof;
- (2) Existing Parcel 2 Loan Documents, including the Original Mortgage, as modified, shall also secure the repayment of the \$550,000.00 Note; and
- (3) The Borrower shall further amend and restate the Second Amended and Restated Original Note to set a new amortization schedule (the "Third Amended and Restated Original Note"). From and after the execution thereof, the Remaining Original Loan shall be evidenced

UNOFFICIAL COPY

by and repaid in accordance with the Third Amended and Restated Original Note.

- (4) The Mortgage is hereby amended by adding the following provision as a new Section 4.2:

4.2 Loan Assumption. Mortgagee shall consent to one sale of the Property to, and the related and concurrent assumption of the Mortgagor's obligations under the Loan by, an unrelated third party ("Buyer") (a "Loan Assumption"), provided that each of the following conditions is met in a manner acceptable to Mortgagee, in its sole and absolute discretion, at the time of the Loan Assumption:

(a) There is no "Event of Default" under the Loan Documents or other event or occurrence that, with the passage of time or the giving of notice or both, would be an Event of Default under the Loan Documents;

(b) Mortgagor gives Mortgagee at least thirty (30) days prior written notice of the Loan Assumption and copies of the final form of the proposed transfer and assumption documents;

(c) Buyer evidences a satisfactory history of property management or contracts for property management with a property management firm satisfactory to Mortgagee;

(d) If the Loan balance at the time of the assumption is greater than 75% of the sale price of the Property associated with Loan Assumption (the "Sale Price"), Mortgagor must make a principal curtailment on the Loan in an amount sufficient to reduce the Loan's principal balance to 75% of the Sale Price and must pay the applicable prepayment fee on such principal curtailment;

(e) Mortgagor must pay Mortgagee (i) an assumption fee equal to the greater of (A) \$7,500 or (B) one percent (1%) of the outstanding balance of the Loan at the time of the Loan Assumption, plus (ii) Mortgagee's legal fees and administrative expenses;

(f) Mortgagor furnishes to Mortgagee, at Mortgagor's expense, an endorsement to Mortgagee's title insurance policy in form and with content acceptable to Mortgagee, insuring the continued validity, enforceability

UNOFFICIAL COPY

and priority of this Mortgage following the Loan Assumption;

(g) In the event that the Loan is closed with a holdback or deposit for repairs, all repairs related to the holdback or deposit have been completed as agreed;

(h) Mortgagee reviews and approves all elements relating to the sale and assumption, including, but not limited to, the sale agreement, the transfer documents, the organizational documents, the Buyer and the credit records, financial statements, and tax returns of the Buyer;

(i) Mortgagee reviews and approves both: (i) the new borrower ownership structure and (ii) the new guarantor, and is able to confirm that no person or entity associated with the new borrower or guarantor (A) is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order 13224 issued on September 24, 2001 ("EO 13244"); (B) name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums, including, but not limited to, the OFAC website (http://www.treasury.gov/ofac/downloads/t11_sdn.pdf)); (C) is a person who commits, threatens to commit or supports "terrorism," as that term is defined in EO 13224; or (D) is otherwise affiliated with any entity or person listed above; and

(j) Mortgagor, Guarantor(s) and the Buyer enter into an assumption agreement and other documents as are requested by Mortgagee in order to effect the assumption and protect the liens and other security for the Loan.

(k) Mortgagee may, at its option, require Reserves, as defined in Paragraph 1.5 of the Additional Loan Provisions, after the assumption.

Mortgagee shall, in connection a Loan Assumption effected in accordance with the foregoing, release the transferring Mortgagor and the original Guarantors from liability under the Non-Recourse Exceptions and the Environmental Indemnity Agreement to the extent that such liability arose from acts or omissions occurring after the closing of the Loan Assumption; provided, however, that where the time

UNOFFICIAL COPY

when any act or omission took place is in dispute, the transferring Mortgagor and/or released Guarantor, as applicable, shall have the burden of proof that such act or occurrence took place after the closing of the assumption. Notwithstanding the foregoing sentence, Lender may specify in its approval of a proposed Loan Assumption that any Borrower and/or Guarantor remain liable under the Non-Recourse Exceptions and the Environmental Indemnity Agreement, in which case, Lender shall not be required to release that Borrower and/or Guarantor from any liability under the Non-Recourse Exceptions and the Environmental Indemnity Agreement.

(c) Loan Numbers. The loan number assigned to the indebtedness evidenced by the Third Amended and Restated Original Note is hereby changed to 901001592. The loan number assigned to the indebtedness evidenced by the \$550,000.00 Note is 901001593.

(d) Unconditional Guaranty and Environmental Indemnity. Timothy B. Hague and Carlo Fucnavolanto (together "Guarantors") consent to the terms of this Third Modification Agreement and agree that the Unconditional Guaranty dated November 24, 2014 (the "Unconditional Guaranty"), and the Environmental Indemnity dated November 24, 2014, executed by them shall remain in full force and effect. The Unconditional Guaranty shall apply to the Existing Parcel 2 Loan Documents, the \$550,000.00 Note and this Third Modification Agreement. The definition of "Note," as such term is defined in the Unconditional Guaranty, is hereby modified to refer to the Third Amended and Restated Original Note and the \$550,000.00 Note, taken together.

B. Regarding General Matters:

1. Lender's Expenses. Gateway shall pay all of Lender's reasonable legal and administrative expenses in connection with this Third Modification Agreement, all as more particularly specified that certain Loan Application dated June 18, 2018, executed by Gateway July 19, 2018 ("Loan Application").

2. Present Balance of Indebtedness Evidenced by Second Amended and Restated Original Note. Gateway acknowledges that, as of the date hereof, taking into account the payment made on October 1, 2018, the principal balance of the indebtedness evidenced by the Second Amended and Restated Original Note is \$5,336,804.65. The principal and interest due and owing pursuant to the Second Amended and Restated Original Note shall be amended and restated pursuant to the Third Amended and Restated Original Note.

3. Conditions. This Third Modification Agreement is effective only when all of the following conditions are satisfied and the date of the satisfaction of the following conditions shall be referred to as the "Third Modification Date":

UNOFFICIAL COPY

(a) Gateway has executed and delivered to Lender the \$550,000.00 Note and the Third Amended and Restated Original Note.

(b) This Third Modification Agreement has been duly executed and recorded in the Recorder's Office.

(c) An endorsement to Lender's existing title policy, in all respects acceptable to Lender, has been issued by Chicago Title Insurance Company insuring the continued validity and priority of the lien of the Original Mortgage on Parcel 2. There shall be no exceptions to title other than leases and other matters acceptable to Lender.

(d) All of Lender's expenses and fees arising out of this Third Modification Agreement, including title endorsement, recording, reasonable attorney's fees, and other out-of-pocket costs have been paid.

(e) There is then no default or event of default under the Existing Parcel 2 Loan Documents, nor any event or condition which would be a default or event of default if not cured within the time allowed.

(f) Borrower has paid to Lender the fees specified in the Loan Application.

(g) All of the conditions set forth in the Loan Application have been satisfied by Gateway or waived by Lender.

4. Attorneys' Fees. If Lender seeks the advice of counsel or any suit or action is brought to enforce or interpret the terms of this Third Modification Agreement or the Existing Parcel 2 Loan Documents, Borrower shall pay all of Lender's resulting costs and expenses, including reasonable attorneys' fees. Such fees shall include, without limitation, attorneys' fees incurred at or in preparation for any trial, appeal or review or incurred to assert any defenses, rights or remedies available under federal bankruptcy law.

5. Miscellaneous.

(a) Borrower represents and warrants to Lender that they have no existing defenses or claims of offset to payment of the amounts evidenced and secured by the Existing Parcel 2 Loan Documents or enforcement of the Existing Parcel 2 Loan Documents as a result of an act or event occurring on or prior to the date hereof or any other defenses or offsets with respect to Lender's lending of funds to Borrower that may exist on or prior to the date hereof. As further consideration for this Third Modification Agreement, Borrower releases Lender from any and all liability, known or unknown, arising out of any act or circumstance to date with respect to the Existing Parcel 2 Loan Documents.

(b) Each person included within Borrower warrant to Lender that they have full right, power and authority to enter into this Third Modification

UNOFFICIAL COPY

Agreement and to perform all its obligations, and that all information and materials submitted by Borrower to Lender in connection with the request for this modification (specifically excluding any reports, summaries or similar materials (other than accounting materials prepared by Borrower's accountant) prepared by third party service providers) contain no material misstatement or misrepresentation nor omit to state any material fact or circumstance.

(c) This document constitutes the entire Third Modification Agreement with respect to the modification of the Existing Parcel 2 Loan Documents and shall not be amended, modified or terminated except by a writing signed by the party to be charged therewith.

(d) This Third Modification Agreement shall universally modify the Existing Parcel 2 Loan Documents. Except as provided in this Third Modification Agreement and \$550,000.00 Note, the terms of the Existing Parcel 2 Loan Documents remain in full effect and are ratified. In furtherance of the foregoing ratification, Borrower and Guarantors (by reason of the Environmental Indemnity) ratify and confirm their obligations pursuant to the following subparagraph set forth and subparagraph 2.5(e) of the Mortgage.

“(e) No Further Remediation Letter. The Property has, in the past, been negatively impacted by recognized environmental conditions that required remediation. The Mortgagor applied to the Illinois Environmental Protection Agency (The "IEPA") for approval of the Remedial Objections Report/Remedial Action Completion Report (the "Remediation Report") prepared by Environmental Solutions of Illinois, Inc. for the Property, which the IEPA has approved. Mortgagor has completed all remediation work required pursuant to the Remediation Report and, as a consequence thereof, the IEPA has issued a "No Further Remediation Letter" (the "NFR Letter") dated March 6, 2013, which has been recorded in the Office of the Recorder of Deeds of Cook County as Document No. 1310648001. Mortgagor shall comply and cause the Property at all times to comply with the terms, covenants, conditions and restrictions set forth in the NFR Letter.”

(e) This Third Modification Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

(f) This Third Modification Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument.

[The remainder of this page is intentionally left blank.]

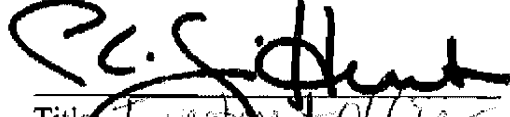
UNOFFICIAL COPY

DATED the day and year first above written.

LENDER:

GENWORTH LIFE AND ANNUITY
INSURANCE COMPANY, a Virginia
corporation

By:


Title: Investment Officer

BORROWER:

BERWYN GATEWAY PARTNERS, LLC, an
Illinois limited liability company

By: _____

Title: _____

GUARANTOR:

Timothy B. Hague

GUARANTOR:

Carlo Buonavolanto

Property of Cook County Clerk's Office

UNOFFICIAL COPY

DATED the day and year first above written.

LENDER:

GENWORTH LIFE AND ANNUITY
INSURANCE COMPANY, a Virginia
corporation


By: _____
Title: _____

BORROWER:

BERWYN GATEWAY PARTNERS, LLC, an
Illinois limited liability company

By: 
Title: MANAGER

GUARANTOR:



Timothy B. Hague

GUARANTOR:



Carlo Buonavolanto

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF VIRGINIA)
) SS.
COUNTY OF HENRICO

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY that Philip Hart, Investment Officer of GENWORTH LIFE AND ANNUITY INSURANCE COMPANY, a Virginia corporation ("Lender"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary acts and as the free and voluntary act of Lender, for the uses and purposes therein set forth for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19th day of November, 2018.

Rhonda R. Miles-Crump
Notary Public

My commission expires: 8/31/22



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY that _____, personally known to me to be the _____ of BERWYN GATEWAY PARTNERS, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of Original Borrower, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2018.

Notary Public

My commission expires: _____

UNOFFICIAL COPY

STATE OF _____)
) SS.
COUNTY OF _____)

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY that _____ of GENWORTH LIFE AND ANNUITY INSURANCE COMPANY, a Virginia corporation ("Lender"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of Lender, for the uses and purposes therein set forth for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2018.

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY that TIMOTHY D. CLAVE, personally known to me to be the MANAGER of BERWYN GATEWAY PARTNERS, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of Original Borrower, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of November, 2018.

Sherree Krisko
Notary Public

My commission expires: Sept. 22, 2022



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

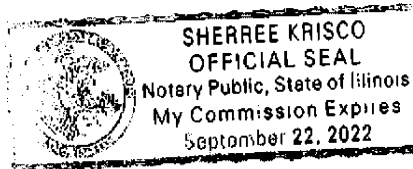
The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Timothy B. Hague, individually, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this November 20, 2018.

Sherree Krisco
Notary Public

My commission expires:

Sept. 22, 2022



STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Carlo Buonavolanto, individually, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this November 20, 2018.

Sherree Krisco
Notary Public

My commission expires:

Sept. 22, 2022



UNOFFICIAL COPY

EXHIBIT A

Legal Description

The property which is the subject of this Third Loan Modification Agreement is situated in the County of Cook, State of Illinois, and is legally described as follows:

PARCEL 2:

LOT H, EXCEPT THE WEST 22 FEET THEREOF, AND LOTS 480 THROUGH 492, BOTH INCLUSIVE AND THE VACATED 16 FOOT ALLEY LYING BETWEEN THE EAST LINE OF HARLEM AVENUE AND THE WEST LINE OF MAPLE AVENUE LYING NORTH OF THE NORTH LINE OF LOTS 481 THROUGH 491, BOTH INCLUSIVE, AND THE VACATED 20 FOOT ALLEY LYING BETWEEN LOTS 480 AND 492 (EXCEPTION THEREFROM THAT PART THEREOF DESCRIBED IN CONDEMNATION JUDGMENT ORDER ENTERED IN CASE NO 63C1247 AND REGISTERED AS DOCUMENT NO. 22-67-658) ALL IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.30 FEET OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 7000-7002 Cermak Road, Berwyn, Illinois

Permanent Index Numbers: 16-19-324-012-0000, 16-19-324-023-0000, 16-19-324-028-0000, 16-19-324-029-0000, 16-19-324-030-0000, 16-19-324-031-0000, 16-19-324-032-0000, 16-19-324-033-0000, 16-19-324-034-0000, 16-19-324-038-0000, and 16-19-324-048-0000.

UNOFFICIAL COPY

EXHIBIT B

Existing Parcel 2 Loan Documents

1. Amended and Restated Promissory Note dated December 20, 2016, in the amount of \$5,600,000.00;
2. Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated November 24, 2014, recorded in the Recorder's Office as Document No. 143383302;
3. Assignment of Rents and Leases dated November 24, 2014, recorded in the Recorder's Office as Document No. 1433833003;
4. Two Uniform Commercial Code Financing Statements, one to be recorded with the Recorder of Deeds of Cook County and one to be filed with the Secretary of State of Illinois;
5. Environmental Indemnity executed by Gateway Partners LLC and Guarantors dated November 24, 2014;
6. Unconditional Guaranty executed by Gateway Partners LLC and Guarantors dated November 24, 2014;
7. Certificate Regarding Leasing for Berwyn Gateway Partners, LLC dated November 24, 2014;
8. Certificate Regarding Leasing for Berwyn Gateway Partners IV, LLC dated November 24, 2014;
9. Certificate Regarding Limited Liability Company Documents dated November 24, 2014;
10. A letter from Borrower to Lender relating to the payment of interest;
11. Subordination, Non-Disturbance and Attornment Agreement with Oak Street Health MSO, LLC (the "MSOSNDA");
12. First Loan Modification and Partial Assumption Agreement dated December 1, 2015, executed by Lender, Borrower and others and recorded in the Recorder's Office as Document No. 1534822009; and
13. Second Loan Modification and Partial Assumption Agreement dated December 20, 2016, executed by Lender, Borrower and others and recorded in the Recorder's Office as Document No. 1700542051.