

# UNOFFICIAL COPY

Doc#: 2000857084 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 01/08/2020 12:33 PM Pg: 1 of 6

Prepared by and After recording return to:

Ed McQueen  
Bell Nunnally & Martin LLP  
2323 Ross Avenue, Suite 1900  
Dallas, Texas 75201

Property Address:  
156 West Dundee Road  
Wheeling, Illinois 60090  
PIN: 03-02-317-002-0000

(The Above Space for Recorder's Use Only)

## MEMORANDUM OF LOAN MODIFICATION

THIS MEMORANDUM OF LOAN MODIFICATION (this "Memorandum"), dated effective as of December 10, 2019, is entered into by and between WHEELING ASSISTED LIVING, LLC, f/k/a Wheeling Memory Care, LLC, a Delaware limited liability company (the "Borrower"), and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association (the "Lender").

### RECITALS

WHEREAS, Borrower and Lender executed that certain Construction Loan Agreement dated December 11, 2014 (as amended from time to time, the "Loan Agreement"). Capitalized terms contained and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement;

WHEREAS, Borrower executed and delivered that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement (the "Mortgage") dated December 11, 2014 for the benefit of Lender, which was filed in the Office of the Cook County Recorder of Deeds on January 9, 2015 and January 23, 2015 and recorded as Document # 1500922020 and Document # 1502322062 and covered the real property described in Exhibit A attached hereto and incorporated herein for all purposes (the "Land"), together with the other Mortgaged Property, to secure the payment of the Indebtedness and performance by Borrower of the Obligations; and

WHEREAS, the parties modified the terms of the Loan Documents pursuant to that certain Limited Forbearance Agreement dated December 10, 2019 (the "Modification Agreement").

# UNOFFICIAL COPY

WHEREAS, the parties wish to give notice of the existence of the Modification Agreement.

## AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Modification. Pursuant to the Modification Agreement, the Borrowers and Lender have modified certain terms of the Loan Documents.

2. Conflicting Terms. The terms and conditions of the Modification Agreement are incorporated by reference into this Memorandum as if such terms were written out at length. In the event of a conflict between this Memorandum and the Modification Agreement, the terms and conditions of the Modification Agreement shall govern. For a complete statement of rights, privileges and obligations created under and by the Modification Agreement, reference is hereby made to the Modification Agreement.

3. Counterparts. This Memorandum may be executed in several counterparts and all such executed counterparts shall constitute one agreement, binding on the parties, notwithstanding that the parties are not signatories to the original or to the same counterparts.

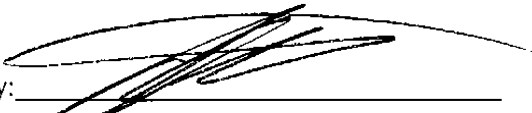
[Remainder of page intentionally left blank.]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the Borrower and Lender have caused this Memorandum to be executed as of the date first written above.

**LENDER:**

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

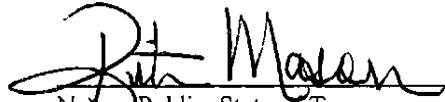
By:   
Name: Bruce Shilcutt, EVP  
Title: Texas Capital Bank

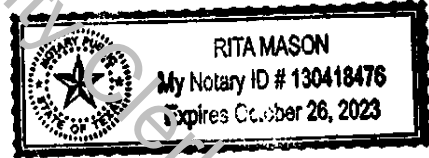
STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

The foregoing instrument was ACKNOWLEDGED before me this 27 day of December, 2019, by Bruce Shilcutt, a Executive VP of Texas Capital Bank, National Association, on behalf of said entity.

[S E A L]

My Commission Expires:  
October 26, 2023

  
Notary Public, State of Texas  
Rita Mason  
Printed Name of Notary Public



# UNOFFICIAL COPY

**BORROWER:**

WHEELING ASSISTED LIVING, LLC,  
a Delaware limited liability company

By: LaSalle Wheeling Management, LLC,  
an Illinois limited liability company,  
its Managing Member

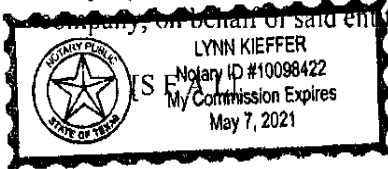
By: The LaSalle Group, Inc.,  
a Texas corporation,  
its Sole Member

By: *John Barbee*  
Name: John Barbee  
Title: President

STATE OF TEXAS

COUNTY OF Dallas

The foregoing instrument was ACKNOWLEDGED before me this 24 day of December, 2019, by John Barbee, the President of The LaSalle Group, Inc., a Texas corporation and sole member of LaSalle Wheeling Management, LLC, an Illinois limited liability company and the managing member of Wheeling Assisted Living, LLC, a Delaware limited liability company, on behalf of said entities.



*Lynn Kieffer*  
Notary Public, State of Texas

My Commission Expires:

5/7/21

Lynn Kieffer  
Printed Name of Notary Public

# UNOFFICIAL COPY

## EXHIBIT A

### Description of Property

Order No.: 5257-1400895

For APN/Parcel ID(s): 03-02-316-034, 03-02-316-033 and 03-02-316-020

#### PARCEL 1:

THAT PART OF LOT 2 IN CHRYSLER REALTY CORPORATION'S RESUBDIVISION OF LOT 4 IN WHEELING HEIGHTS, BEING A SUBDIVISION OF THE EAST 80.01 ACRES OF THE SKINNER FARM, IN THE SOUTHWEST QUARTER OF SECTION 2 TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2, 1972 AS DOCUMENT NUMBER 22070179, AND THAT PART OF LOT 79 IN HOLLAND'S RESUBDIVISION, RECORDED SEPTEMBER 16, 1955 AS DOCUMENT T1621040, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 224.44 FEET; THENCE NORTH 61 DEGREES 53 MINUTES 23 SECONDS EAST 214.02 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 36 SECONDS EAST 259.09 FEET TO A POINT ON THE EAST LINE OF SAID LOT 79; THENCE SOUTH 143 DEGREES 15 MINUTES 12 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 79 A DISTANCE OF 38.18 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 68.41 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT (ALSO BEING THE EAST LINE OF SAID LOT 79) HAVING A RADIUS OF 254.94 FEET AND WHOSE CHORD BEARS SOUTH 40 DEGREES 33 MINUTES 59 SECONDS EAST 68.20 FEET TO A POINT ON THE WEST LINE OF THE PARCEL DEEDED TO THE STATE OF ILLINOIS DECEMBER 08, 2010 AS DOCUMENT NUMBER 1034046041; THENCE SOUTH 01 DEGREES 43 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF LAST DESCRIBED PARCEL 117.77 FEET TO A POINT ON THE NORTH OF LAST DESCRIBED PARCEL; THENCE SOUTH 88 DEGREES 16 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL 45.00 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL; THENCE SOUTH 01 DEGREES 43 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL 20.00 FEET TO THE NORTH LINE OF DUNDEE ROAD; THENCE SOUTH 88 DEGREES 16 MINUTES 36 SECONDS WEST 651.86 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ACCESS EASEMENT AND CONSTRUCTION AND MAINTENANCE AGREEMENT FOR THE COMMUNITY GARDEN FROM SHIR HADASH RECONSTRUCTIONIST SYNAGOGUE-CONGREGATION SHIR HADASH TO WHEELING MEMORY CARE, LLC DATED DECEMBER 11, 2014 AND RECORDED JANUARY 9, 2015 AS DOCUMENT NO. 1500922025 FOR USE AND ENJOYMENT OF THE COMMUNITY GARDEN, TOGETHER WITH INGRESS AND EGRESS OVER THE LAND CONTAINED IN EXHIBIT F OF SAID AGREEMENT.

#### PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY CROSS ACCESS AND ENTRY DRIVEWAY EASEMENT AND MAINTENANCE AND SHARED PARKING AGREEMENT DATED DECEMBER 11, 2014 AND RECORDED JANUARY 9, 2015 AS DOCUMENT NO. 1500922024

# UNOFFICIAL COPY

FROM SHIR HADASH RECONSTRUCTIONIST SYNAGOGUE-CONGREGATION SHIR HADASH TO WHEELING MEMORY CARE, LLC FOR ACCESS AND ENTRY FOR VEHICULAR AND PEDESTRIAN USE ON, OVER AND ACROSS THAT PORTION OF THE SHARED ACCESS AND ENTRY DRIVEWAY CONTAINED IN EXHIBIT C-1 OF SAID AGREEMENT.

Property of Cook County Clerk's Office