MAIL TO Y

Prepared by and upon recording, return to: Fox Rothscall LLP (CAE)
222 South Ninth Street, Suite 2000
Minneapolis, MN 35402-3338
L1911888 1 0 F 2



Doc# 2000917061 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/09/2020 11:20 AM PG: 1 OF 16

# RELEASE AGREEMENT AND MODIFICATION OF AMENDED AND RESTATED CROSS-COLLATERALIZATION AGREEMENT

(FIVER OAKS)

THIS RELEASE AGREEMENT AND MODIFICATION OF AMENDED AND RESTATED CROSS-COLLATERALIZATION AGREEMENT ("Agreement") is made and entered into as of this 2015 day of December, 2019, by and between RIVER OAKS PARTNERS, an Illinois general partnership ("Borrower"); and FEDERAL HOME LOAN MORTGAGE CORPORATION, a corporation organized and existing under the laws of the United States ("Lender").

#### PRELIMINARY RECITALS

- A. Borrower is the owner of a 256 unit senior housing facility known as The Heritage of Des Plaines, located at 800 South River Road, in the City of Des Plaines, County of Cook, State of Illinois, as legally described in Exhibit A attached hereto (the "River Oaks Property").
- B. The Illinois Development Finance Authority (the "Issuer") has issued and sold its \$36,000,000 Illinois Development Finance Authority Qualified Residential Rental Bonds (River Oaks Project) (the "Bonds") pursuant to an Indenture of Trust dated as of December 1, 1989, between the Issuer and American National Bank and Trust Company of Chicago (the "Bond Trustee") as trustee for the holders of the Bonds as supplemented by First Supplement to Trust Indenture dated as of December 1, 1996, Second Supplement to Trust Indenture dated as or February 1, 1997, and Third Supplement to Trust Indenture dated on or about the date hereof (the "Indenture"). Proceeds of the Bonds were loaned by the Issuer to the Borrower (the "River Oaks").

Loan") upon the terms and conditions of a certain Loan Agreement dated as of December 1, 1989, between the Issuer and Borrower as supplemented by First Supplement to Loan Agreement dated as of December 1, 1996, Second Supplement to Loan Agreement dated as of February 1, 1997, and Third Supplement to Loan Agreement dated on or about the date hereof (the "Financing Agreement") for the sole and exclusive purpose of financing the acquisition, construction and equipping of a certain congregate care and assisted living facility located on the Property.

- C. The Lender and Bond Trustee have entered into a certain Direct Pay Credit Enhancement Agreement dated as of May 1, 1999 with respect to the Bonds (the "Credit Fahrneement Agreement") pursuant to which Lender has agreed to make certain advances to the Bond Trustee (a) with respect to amounts due under the River Oaks Loan and (b) to provide funds to purchase applicable Bonds tendered under certain circumstances in accordance with the Indenture. Borrower and Lender have entered into a Reimbursement and Security Agreement dated May 1, 1999 (the "Reimbursement Agreement") to evidence Borrower's obligation to reimburse Lender for such advances.
- D. Jones Lang LaSalle Multifamily, LLC (the "Servicer") is party to a Servicing Agreement with Lender to service payment of all amounts due and payable under the Reimbursement Agreements ("Servicing Agreement").
- To secure the repayment of the Reimbursement Agreement, Borrower executed and E. delivered (i) a Multifamily Mortgage, Assignment of Rents and Security Agreement, dated May 27, 1999, recorded in the Official Records of Cook County, Illinois on May 27, 1999 as Document No. 99510764, as assigned to Lender by the Assignment of Mortgage dated May 27, 1999, recorded on May, 27, 1999 in the Office of the County Recorder of Cook County, Illinois as Document No. 99510766 (collectively, the "River Oaks Security Instrument"), and (ii) the Cross-Collateralization Agreement dated May 27, 1999, and recorded in the Official Records of Cook County, Illinois on May 27, 1999 as Document No. 99510765, as assigned to Lender by the Assignment of Cross-Collateralization Agreement dated May 27, 1999, and recorded in the Official Records of Cook County, Illinois on May 27, 1999 as Document No. 99510767, as amended and Restated by the Amended and Restated Cross-Collateralization Agreement among Glaser, Lender and Borrower dated August 28, 2001, recorded in the Office of the Cook County Recorder, Illinois on August 30, 2001 as Document No. 2010808075 (collectively the "Cross-Collateralization Agreement"). Borrower is liable for the payment and performance of all of Borrower's obligations under the Reimbursement Agreement, the River Oaks Security Instrument, the Cross-Collateralization Agreement and all other documents executed in connection with the River Oaks Loan.
- F. As additional security for the Loan, Brookdale Living Communities, Inc., a Delaware corporation executed the Limited Guaranty dated May 27, 1999 for the benefit of the Servicer, which Limited Guaranty was assigned to Lender by the Assignment of Limited Guaranty dated May 27, 1999; as amended and restated by the Amended and Restated Guaranty dated October 19, 2004, executed by PSLT-BLC Properties Holdings, LLC, a

Delaware limited liability company, formerly known as BLCI ("Guarantor") in connection with the River Oaks Loan ("River Oaks Guaranty").

- G. The Reimbursement Agreement, the River Oaks Security Agreement, the Cross-Collateralization and all other documents executed in connection with the River Oaks Loan including, but not limited to, those documents set forth on <a href="Exhibit B">Exhibit B</a> attached hereto, are collectively referred to as the " (collectively, the "River Oaks Loan Documents"). Each of the River Oaks Loan Documents has been duly assigned or endorsed to Lender. The River Oaks Loan Documents are currently serviced by Servicer.
- H. Purtuant to the Cross-Collateralization Agreement, the River Oaks Loan is cross-collateralized and cross-defaulted with the Loans set forth on <a href="Exhibit C">Exhibit C</a> attached hereto (collectively, the "Other Loans") and the notes, guaranties, reimbursement agreements, mortgages, and other loan documents evidencing and securing the same (collectively, the "Other Loan Documents"). The Property Owners listed on <a href="Exhibit C">Exhibit C</a> are collectively referred to hereix as "Other Borrowers". The legal description for the property encumbered by the Other Loans is set forth on the attached <a href="Exhibit D">Exhibit D</a>.
- I. Borrower has informed Servicer that Borrower will prepay the River Oaks Loan and has requested the release of the River Oaks Property from the lien of the River Oaks Security Instrument and the River Oaks Loan Documents including, but not limited to, the Cross-Collateralization Agreement (the "River Oaks Release").
- J. As a condition to the River Oaks Release, Servicer and Lender require that the Borrower enter into this Agreement. Borrower is executing this Agreement to satisfy such condition.
- K. The consent of the Guarantor attached to this Agreement is incorporated herein and made a part hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend and restate the Crig nal Release in its entirety as follows:

"NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. The River Oaks Loan has been PAID IN FULL, and the River Oaks Security Instrument is hereby released. The River Oaks Property is released from the River Oaks Loan Documents, including, but not limited to, the following:
  - a. Multifamily Mortgage, Assignment of Rents and Security Agreement by Borrower in favor of Glaser Financial Group, Inc. ("Glaser") dated May 27, 1999, recorded in the Office of the Cook County Recorder, Illinois on May 27, 1999 as Document No. 99510764.

- b. Assignment of Security Instrument from Glaser to Lender dated May 27, 1999, recorded in the Office of the Cook County Recorder, Illinois on May 27, 1999 as Document No. 99510766.
- c. Cross-Collateralization Agreement among The Ponds of Pembroke Limited Partnership, an Illinois limited partnership; Borrower and Glaser dated dated May 27, 1999, recorded in the Office of the Cook County Recorder, Illinois on May 27, 1999 as Document No. 99510765.
- d. Assignment of Cross-Collateralization Agreement from Glaser to Lender dated May 27, 1999, recorded in the Office of the Cook County Recorder, Illinois on May 27, 1999 as Document No. 99510767.
- e. UCC Financing Statement by Borrower, as Debtor, in favor of Glaser, as Secured Party and Lender, as Assignee of Secured Party, recorded in the Office of the Cook County Recorder, Illinois recorded in the Office of the Cook County Recorder, Illinois on May 27, 1999 as Document No. 99U05447.
- f. Amended and Kest ited Cross-Collateralization Agreement among Glaser, Lender and Borrower dated August 28, 2001, recorded in the Office of the Cook County Recorder, Illinois on August 30, 2001 as Document No. 0010808075.
- g. Consent to Transfer and Modification Agreement dated October 19, 2004, recorded in the Office of the Cook County Recorder, Illinois on November 5, 2004 as Document No. 0431045119
- h. Assignment of Leases and Rents by BLC-The Heritage of Des Plaines, LLC, a Delaware limited liability company ("Operator") in favor of Lender dated October 19, 2004, recorded in the Office of the Cook County Recorder, Illinois on November 5, 2004 as Document No. 3431045121.
- i. UCC Financing Statement by Operator, as Debtor, in favor of Lender, as Assignee Secured Party, and Glaser, as Assignor Secured Party, recorded in the Office of the Cook County Recorder, Illinois recorded in the Office of the Cook County Recorder, Illinois on November 5, 2004 as Document No. 0431045123.
- j. UCC Financing Statement by Operator,, as Debtor, in favor of Lender, as Assignee Secured Party, and Glaser, as Assignor Secured Party, recorded in the Office of the Cook County Recorder, Illinois recorded in the Office of the Cook County Recorder, Illinois on November 5, 2004 as Document No. 0431045124.

k. Subordination, Nondisturbance and Attornment Agreement among Lender, Borrower and Operator dated October 19, 2004, recorded in the Office of the Cook County Recorder, Illinois on November\_5, 2004 as Document No. 0431045122.

Notwithstanding anything to the contrary set forth herein, Borrower and Guarantor are not released from any obligations under the River Oaks Loan Documents that survive payment in full of the River Oaks Loan, if any.

- 2. Borrower represents and warrants that Borrower is duly authorized to executed and deliver this Agreement. Additionally, Borrower and Guarantor represent and warrant to Lender as of the date of this Agreement that:
  - a. there are no defenses, offsets or counterclaims to the Reimbursement Agreement, the River Oaks Security Instrument, the Bloomsburg Loan Agreement, the River Oaks Guaranty or the other River Oaks Loan Documents,
  - b. there are no defaults by Borrower under the provisions of the Reimbursement Agreement, the River Oaks Security Instrument, the Bloomsburg Loan Agreement, the River Oaks Guaranty or the other River Oaks Loan Documents:
  - c. all provisions of the Reimoursement Agreement, the River Oaks Security Instrument, the Bloomsburg Loan Agreement, the River Oaks Guaranty or the other River Oaks Loan Documents are in full force and effect; and
  - d. there are no subordinate liens covering or relating to the River Oaks Property, nor are there any mechanics' liens or liens for unpaid taxes or assessments encumbering the River Oaks Property, nor has notice of a lien or notice of intent to file a lien been received except for mechanics' or materialmen's liens which may attach automatically uncer the applicable laws upon the commencement of any work upon, or delivery of any materials to, the River Oaks Property and for which Ecrower is not delinquent in the payment for any such services or materials.
- 3. Lender acknowledges and agrees that the River Oaks Property is hereby released from the any cross-default and cross-collateralization provisions in the Other Loan Documents, and the Other Loan Documents are hereby amended solely to omit any references to the River Oaks Property and the Borrower.
- 4. Lender does not release the Other Borrowers or any parties to the Other Loans, or the Guarantor from any obligation or liability in connection with the Other Loans or under the Other Loan Documents and nothing contained in this Agreement shall be deemed a waiver or substitution or release or novation of the obligations or liability of the Other Borrowers and such other parties with respect to any

obligation or liability in connection with the Other Loans or under the Other Loan Documents, as amended hereby.

- 5. Nothing in this Agreement shall be construed to be a novation of any notes evidencing the Other Loans, or the Other Loan Documents and it is intended that Lender shall continue to be entitled to all of the priorities existing under the Other Loan Documents, as amended in writing, as of the date the same were first executed and delivered. Except as specifically modified or amended in writing, all other terms and provisions of the Other Loan Documents in all respects shall continue in full force and effect.
- 6. This Agreement shall in no way affect the priorities of the Other Loan Documents for the payment of the indebtedness evidenced by the Other Notes. Except as expressly set forth herein, nothing set forth herein shall affect the priority, validity or extent of the lien of any of the River Oaks Loan Documents and/or Other Loan Documents, nor, except as expressly set forth herein, release or change the liability of any party who may now be or after the date of this Agreement, become liable, primarily or secondarily, under the River Oaks Loan Documents and/or the Other Loan Documents.
- 7. This Agreement constitute the entire agreement between Borrower and Lender regarding the release of the River Oaks Security Instrument as set forth herein and supersedes any prior or contemporaneous representations and agreements regarding the same not contained nevein.
- 8. This Agreement is made pursuant to and snall be construed and governed by the laws of the State of Illinois without regard to the principles of conflicts of law.
- 9. This Agreement and each and every part hereof shall be binding upon the parties hereto and their successors or assigns.
- 10. This Agreement may be executed in any number of counterparts all of which, together, shall constitute one and the same Agreement with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature page of any counterpart may be removed therefrom and attached to any other counterpart.

[signatures on following pages]

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### **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed as of the date and year first above written.

**BORROWER:** 

RIVER OAKS PARTNERS, an Illinois general partnership

By: Brookdale Holdings, LLC, a Delaware limited liability

company, its managing partner

By: PSLT-BLC Properties Holdings, LLC, a Delaware

limited liability company, its sole member

PSLT OP, L.P., a Delaware limited

partnership, its sole member

PSLT GP, LLC, a Delaware limited liability company, its general partner

Ventas Provident, LLC, a

Delaware limited liability Company, its sole member

> By: Fran Federman

Authorized Signatory Its:

Proposition of Company STATE OF Illimis COUNTY OF WOLV

The foregoing instrument was acknowledged before me this day of December, 2019 by Fran Federman, Authorized Signatory for Ventas Provident, LLC a Delaware limited liability company, the sole member of PSLT GP, LLC, a Delaware limited liability company, the general partner of PSLT OP, L.P., a Delaware limited partnership, the sole member of PSLT-BLC Properties Holdings, LLC, a Delaware limited liability company, the sole member of Brookdale Holdings, LLC, a Delaware limited liability company, the managing partner of RIVER OAKS PARTNERS, an Illinois general partnership, the general partnership that executed the within instrument, and acknowledged to me that such general partnership executed the within instrument, on behalf of such general partnership.

> THERESA A. TUCCI OFFICIAL SEAL lotary Public, State of Illinois My Commission Expires May 13, 2022

**Notary Public** 

My Commission Expires: May 13, 2022

LENDER:

FEDERAL HOME LOAN MORTGAGE CORPORATION

By: OM MY N Name:

Title: Gregory F. Akins

Manager

Multifamily Asset Management

STATE OF VIRGINIA

COUNTY OF Fairfux

The foregoing instrument was acknowledged before me this 12 day of

December, 2019, by Greapry F. Akins, , the

Munny, mF Asset Munugement of FEDERAL HOME LOAN MORTGAGE

CORPORATION, on behalf of the corporation.

Notary Public

My Commission Expires: 12 31 2

#### CONSENT OF GUARANTOR

The undersigned constituting the Guarantor set forth in the Amended and Restated Guaranty dated October 19, 2004 executed and delivered in connection with the River Oaks Loan ("River Oaks Guaranty") described in the foregoing Agreement and Exhibit B thereof, hereby waive any request of prior notice as to the matters set forth in the foregoing Agreement and consent to the terms and conditions of the Agreement and agree and acknowledge, that the obligations and the duties incurred pursuant to the Amended and Restated Guaranty dated October 19, 2004 executed and delivered in connection with the Other Loans ("Other Guaranties") shall continue in full force and effect in accordance with the terms of the Other Guaranties and the Other Guaranties continue as the absolute, unconditional, joint and several Cook County Clerk's Office obligation of the undersigned.

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### **UNOFFICIAL COPY**

#### **GUARANTOR:**

PSLT-BLC PROPERTIES HOLDINGS, LLC, a Delaware limited liability company

By: PSLT OP, L.P., a Delaware limited partnership, its sole member

By: PSLT GP, LLC, a Delaware limited liability company, its general partner

By: Ventas Provident, LLC, a Delaware limited liability company, its sole

member

ъу.<u>∠</u>

Fran Federman

Its: Authorized Signatory

STATE OF \_

COUNTY OF COOK

The foregoing instrument was acknowledged before me this <u>lot</u> day of December, 2019 by Fran Federman, Authorized Signatory for ventas Provident, LLC, a Delaware limited liability company, the sole member of PSLT GP, LLC, a Delaware limited liability company, the general partner of PSLT OP, L.P., a Delaware limited partner ship, the sole member of PSLT-BLC Properties Holdings, LLC, a Delaware limited liability company, the limited liability company that executed the within instrument, and acknowledged to me that such limited liability company executed the within instrument, on behalf of such limited liability company.

THERESA A. TUCCI
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 13, 2022

CIAL SEAL
ic, State of Illinois
My Commission

My Commission Expires: N

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### **UNOFFICIAL COPY**

#### **EXHIBIT "A"**

#### **LEGAL DESCRIPTION**

#### PARCEL 1:

The Northerly 150 feet of Lot 106 in original Town of Rand (now Des Plaines), being a subdivision of Sections 16, 17, 20 and 21, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 2

Lots 107, 108, 109, 110 and 111 (except that part of said Lots taken for the opening of Prairie Avenue and also except that part of said Lot 111 lying South of Prairie Avenue as opened) in original Town of Rand (now Des Plaines), being a subdivision of Sections 16, 17, 20 and 21, Township 41 North, Range 12, East of the Third Principal Meridian, and also except that part thereof described as follows: Beginning at the Northeasterly corner of said Lot 109; thence South 08 degrees 39 minutes 51 seconds East along the East line of said Lots 109, 110 and 111, 230.00 feet; thence North 55 degrees 34 minutes 59 seconds West (Measured North 55 degrees 32 minutes 28 seconds West) along a line parallel with the Northeasterly line of said Lot 109, 23.28 feet (measured 23.29 feet) to an intersection with a line 17.00 feet, as measured at right angles, westerly of and parallel with the Easterly line of said Lots 109 and 110; thence North 08 degrees 39 minutes 51 seconds West along said last described parallel line, 230.00 feet to an intersection with the Northeasterly line of said Lot 109; thence South 55 degrees 34 minutes 59 seconds East (measured South 55 degrees 32 minutes 28 seconds East) along the Northeasterly line of said Lot 109, 23.28 feet (measured 23.29 feet) to the place of beginning, all in original Town of Rand (now Des Plaines), being a Subdivision of Sections 16, 17, 20 and 21, Township 41 North, Range 12, East of the Third Principal Meridian, in Cock County, Illinois.

Also excepting that part of Lots 110 and 111 described as foliows: commencing at the Northeasterly corner of Lot 109; thence South 08 degrees, 39 minutes, 51 seconds East, along the East line of Lots 109, 110 and 111, 230.00 feet to the point of beginning; thence continuing South 08 degrees, 39 minutes, 51 seconds East, 75.98 feet to the North line of Prairie Avenue per document 12785378; thence South 89 degrees, 59 minutes, 59 seconds West 17.20 feet along the North line of Prairie Avenue to a line 17 feet Westerly of and parallel with the Easterly line of said Lots 110 and 111; thence North 08 degrees; 39 minutes, 51 seconds West, 89.31 feet along said parallel line to a point 230 feet South of the Northeasterly line of said Lot 109 in the original Town of Rand (as measured along said parallel line); thence South 55 degrees, 34 minutes, 59 seconds East (measured South 55 degrees, 32 minutes, 28 seconds East) 23.28 feet (measured 23.29 feet) to the point of beginning.

#### PARCEL 3:

The Southeasterly 8.0 feet of Lot 100 (except the Northeasterly 150 feet thereof) and Lots 101 through 106 both inclusive (except that part of said Lots taken for the opening of Prairie Avenue as recorded October 30, 1941 by Document Number 12785378) also (except the Northeasterly

150.00 feet of Lots 101, 102, 103, 104, and 106) all in the original Town of Rand (now Des Plaines) being a subdivision of Sections 16, 17, 20 and 21, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address of Property: 800 South River Road Des Plaines, Illinois Tax ID: 36-3650842

> **COOK COUNTY CECORDER OF DEEDS**

DOOR COOK

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#### **EXHIBIT "B"**

#### **LIST OF LOAN DOCUMENTS**

- 1. Reimbursement and Security Agreement dated May 1, 1999 by and between River Oaks Partners and the Federal Home Loan Mortgage Corporation.
- 2. Multifamily Mortgage, Assignment of Rents and Security Agreement dated May 27, 1999, recorded in the Official Records of Cook County, Illinois on May 27, 1999 as Document No. 99510764.
- 3. Cross-Collateralization Agreement among The Ponds of Pembroke Limited Partnership, an Illinois limited partnership; Borrower dated May 27, 1999, and recorded in the Official Records of Cook County, Illinois on May 27, 1999 as Document No. 99510765.
- 4. Assignment of Security Instrument from Glaser to Lender dated May 27, 1999, recorded in the Office of the Cook County Recorder, Illinois on May 27, 1999 as Document No. 99510766.
- 5. Assignment of Cross-Collacterization Agreement from Glaser to Lender dated May 27, 1999, recorded in the Office of the Cook County Recorder, Illinois on May 27, 1999 as Document No. 99510767.
- 6. UCC Financing Statement by Borrower, as Debtor, in favor of Glaser, as Secured Party and Lender, as Assignee of Secured Farty, recorded in the Office of the Cook County Recorder, Illinois recorded in the Office of the Cook County Recorder, Illinois on May 27, 1999 as Document No. 99U05447.
- 7. Replacement Reserve Agreement between Borrower and Glaser dated May 27, 1999
- 8. Assignment of Replacement Reserve Agreement from Glaser to Lender dated May 27, 1999
- 9. Amended and Restated Cross-Collateralization Agreement among Glaser, Lender and Borrower dated August 28, 2001, recorded in the Office of the Cook County Recorder, Illinois on August 30, 2001 as Document No. 0010808075.
- 10. Consent to Transfer and Modification Agreement dated October 19, 2004, recorded in the Office of the Cook County Recorder, Illinois on November 5, 2004 as Document No. 0431045119.
- 11. Assignment of Leases and Rents by BLC-The Heritage of Des Plaines, LLC, a Delaware limited liability company ("Operator") in favor of Lender dated October 19, 2004, recorded in the Office of the Cook County Recorder, Illinois on November 5, 2004 as Document No. 0431045121.

- 12. UCC Financing Statement by Operator, as Debtor, in favor of Lender, as Assignee Secured Party, and Glaser, as Assignor Secured Party, recorded in the Office of the Cook County Recorder, Illinois recorded in the Office of the Cook County Recorder, Illinois on November 5, 2004 as Document No. 0431045123.
- 13. UCC Financing Statement by Operator, as Debtor, in favor of Lender, as Assignee Secured Party, and Glaser, as Assignor Secured Party, recorded in the Office of the Cook County Recorder, Illinois recorded in the Office of the Cook County Recorder, Illinois on November 5, 2004 as Document No. 0431045124.
- 14. Supordination, Nondisturbance and Attornment Agreement among Lender, Borrower and Operator dated October 19, 2004, recorded in the Office of the Cook County Recorder, Illinois on November 5, 2004 as Document No. 0431045122.
- 15. Amended and Restated Guaranty dated October 19, 2004 by Guarantor.
- 16. Security Agreement dated October 19, 2004 by Operator.
- 17. Security Agreement dated October 19, 2004 by Operator.
- 18. Collateral Assignment of Property Lease Agreement dated Otober 19, 2004 among Borrower, Lender and Operator.
- 19. Collateral Assignment of Licenses, Carificate and Permits Security Agreement dated October 19, 2004 by Operator and Provident Management, LLC ("Manager").
- 20. Collateral Assignment of Service Contracts dated October 19, 2004 between Operator and Lender.
- 21. Collateral Assignment of Management Agreement dated. October 19, 2004 among Operator, Manager and Lender.
- 22. Certificate of Licenses, Certificate and Permits dated October 19, 2004 by Operator and Manager.

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# **UNOFFICIAL COPY**

#### **EXHIBIT "C"**

#### OTHER LOANS

| Property Name  | Loan Amount     | Property Owner (Borrower)                 |
|----------------|-----------------|---|
| The Devonshire | \$33,000,000.00 | The Ponds of Pembroke Limited Partnership |

COOK COUNTY
COORDER OF DEEDS

COOK COUNTY
COORDER OF DELDS

#### **EXHIBIT "D"**

#### LEGAL DESCRIPTION FOR THE DEVONSHIRE

LOT 1 IN OAK RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 9 AND OF PART OF THE SOUTHWEST 1/4 OF SECTION 10, ALL IN TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 4, 1976 AS DOCUMENT R76-53078, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS THE DEVONSHIRE FINAL PLAT OF PLANNED UNIT DEVELOPMENT, OF LOT 1 IN OAK RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 9 AND OF PART OF THE SOUTHWEST 1/4 OF SECTION 10, ALL IN TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD COOP COUNTY CLARKS OFFICE PRINCIPAL MERID!AN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8. 1988 AS DOCUMENT P.36-59438, IN DUPAGE COUNTY, ILLINOIS.

Address of Property: 1700 Robin Lane Lisle Illinois 60532

Tax ID No: 36-3550363.