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EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/05/2020 12:27 PM PG: 1 OF 7

Prepared by and when recorded return to:

Alex Talesnick, Esq.
Luskin, Stern & Eisler LLP
11 Times Square
New York, New York 10036

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**FIRST AMENDMENT TO
AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES**

between

**MCALLISTER PROPERTY, LLC
MCALLISTER NURSING & REHAB, LLC**
each an Illinois limited liability company
as Assignor

and

BANK LEUMI USA
a New York banking corporation
as Assignee

Dated as of: January 31, 2020

Property Address: 18200 South Cicero Avenue
Country Club Hills, Illinois 60478

Permanent Tax Index Numbers: 28-33-403-004-0000
28-33-403-005-0000
28-33-403-007-0000
28-33-403-008-0000
28-33-403-043-0000
28-33-403-044-0000

**NOTE TO RECORDING CLERK: THIS INSTRUMENT MODIFIES THAT CERTAIN
AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES, DATED AS
OF JUNE 26, 2018 AND RECORDED JUNE 28, 2018, AS DOCUMENT NO. 1817955140
IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS, ILLINOIS.**

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FIRST AMENDMENT TO AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES

THIS FIRST AMENDMENT TO AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES, dated as of January 31, 2020 (this "Amendment"), is by and among **MCALLISTER PROPERTY, LLC**, an Illinois limited liability company ("McAllister Property"), **MCALLISTER NURSING & REHAB, LLC**, an Illinois limited liability company ("McAllister Nursing" and together with McAllister Property, the "Assignors"), and **BANK LEUMI USA**, a New York banking corporation (the "Assignee").

WITNESSETH:

WHEREAS, the Assignors and the Assignee entered into that certain Amended and Restated Loan and Security Agreement, dated as of June 26, 2018 (the "Loan Agreement");

WHEREAS, to secure the obligations under the Original Loan Agreement, the Assignors executed that certain Amended and Restated Assignment of Rents and Leases, dated as of June 26, 2018, in favor of the Assignee, which was recorded on June 28, 2018, as Document No. 1817955140 in the Office of the Cook County Recorder of Deeds, Illinois (the "Existing ALR"), which security interest encumbers, among other things, the property legally described on Exhibit A attached hereto; and

WHEREAS, contemporaneously herewith, the Assignors, the Guarantors and the Assignee are entering into a certain letter agreement, whereby the parties are, among other things, amending certain terms and conditions of the Loan Agreement and the other Loan Documents and removing McAllister Nursing as an Obligor and Borrower thereunder.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. Capitalized terms used herein without definition shall have the meanings ascribed to them or incorporated by reference in the Existing ALR.
2. Effective as of the date hereof, the Existing ALR is modified as follows:
 - (a) McAllister Nursing is hereby released as an "Assignor" under the Existing ALR; provided, however, that the foregoing release shall not terminate or otherwise impair the indemnification and other provisions of the Existing ALR that are expressly stated to survive the termination thereof.
 - (b) All references to the "Loan Agreement" shall be deemed to refer to the Loan Agreement, as the same may be amended, restated, modified, supplemented or replaced from time to time.
 - (c) All references to "Loan Documents" shall be deemed to refer to the Loan Documents, as such term is defined in the Mortgage.

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(d) All references to the "Mortgage" shall be deemed to refer to the Mortgage, as the same may be amended, restated, modified, supplemented or replaced from time to time.

3. The Existing ALR, as amended hereby, is and will continue to be a valid transfer and assignment of McAllister Property's right, title and interest in, to and under the Leases, rents, issues, income, profits and other collateral pledged in the Existing ALR to Assignee.

4. Except as set forth in this Amendment, the Existing ALR shall remain in full force and effect in all respects and the terms and provisions of the Existing ALR are hereby ratified and affirmed in all respects with respect to McAllister Property. McAllister Property agrees that the Existing ALR, as modified by this Amendment, shall continue to secure the indebtedness, liabilities and other obligations now evidenced by and provided for in the Loan Agreement with the same priority of lien as the Existing ALR.

5. The Assignors will pay or cause to be paid any recording fees and taxes payable in connection with the execution, delivery and recording of this Amendment and the fees and expenses of the Assignee's counsel in connection with the preparation, execution and delivery hereof.

[Signature Page Follows]

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IN WITNESS WHEREOF, each of the Assignors and the Assignee has caused this Amendment to be duly executed as of the day and year first above written.

ASSIGNORS:

MCALLISTER PROPERTY, LLC,
an Illinois limited liability company

By: [Signature]
Name: Elisha ATKIN
Title: Manager

MCALLISTER NURSING & REHAB, LLC,
an Illinois limited liability company

By: [Signature]
Name: Elisha ATKIN
Title:

STATE OF ILLINOIS)
COUNTY OF COOK) ss.:

On this 27 day of January, 2020, before me, the undersigned, personally appeared Elisha ATKIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that, being informed of the contents of the instrument, he executed the same in his capacity indicated therein.

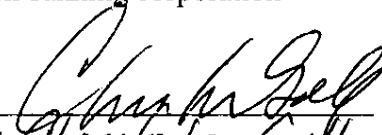
[Signature]
Notary Public

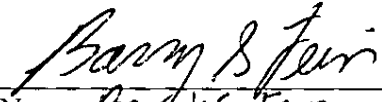


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ASSIGNEE:


BANK LEUMI USA,
a New York banking corporation

By: 
Name: Christopher Grill
Title: Senior Vice President

By: 
Name: Barry S. Fein
Title: First Vice President

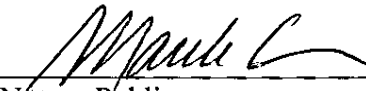
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28 day of January, 2020, before me, the undersigned, personally appeared Barry Fein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that, being informed of the contents of the instrument, he executed the same in his capacity indicated therein.


Notary Public
MARCELO CHOI
Notary Public, State of New York
No. 01-CH6153069
Qualified in New York County
My Commission Expires September 25, 2022

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28 day of January, 2020, before me, the undersigned, personally appeared Christopher Grill, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that, being informed of the contents of the instrument, he executed the same in his capacity indicated therein.


Notary Public
MARCELO CHOI
Notary Public, State of New York
No. 01-CH6153069
Qualified in New York County
My Commission Expires September 25, 2022

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE:

LOTS 2 AND 3 IN HOMEWOOD ESTATES (EXCEPT THE EAST TWENTY FEET THEREOF), BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE SOUTH 520 FEET OF THE EAST 520 FEET AND EXCEPT THE NORTH 165 FEET THEREOF) IN SECTION 33, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL TWO:

LOT 4 (EXCEPT THE EAST TWENTY FEET THEREOF) IN HOMEWOOD ESTATES, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE SOUTH 520 FEET OF THE EAST 520 FEET AND EXCEPT THE NORTH 165 FEET THEREOF) IN SECTION 33, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL THREE:

LOT 10 IN HOMEWOOD ESTATES BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 520 FEET OF THE EAST 520 FEET AND EXCEPT THE NORTH 165 FEET THEREOF) IN SECTION 33, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION OF LOT 10: BEGINNING AT THE SOUTHEAST CORNER OF LOT 10; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 10 A DISTANCE OF 1.59 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 90.014 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 10; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 10 A DISTANCE OF 90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL FOUR:

LOT 11 IN HOMEWOOD ESTATES BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 520 FEET OF THE EAST 520 FEET AND EXCEPT THE NORTH 165 FEET THEREOF) AND (EXCEPT THAT PART THEREOF TAKEN FOR STREET PURPOSES IN CASE 70L11480), IN SECTION 33, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL FIVE:

THAT PART OF VACATED LAVERGNE AVENUE LYING WEST OF AND ADJOINING LOTS 2, 3, 4 AND 11 IN HOMEWOOD ESTATES, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 520 FEET OF THE EAST 520 FEET AND EXCEPT THE NORTH 165 FEET THEREOF) OF SECTION 33, TOWNSHIP 36

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NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 28-33-403-004-0000, 28-33-403-005-0000, 28-33-403-007-0000, 28-33-403-008-0000, 28-33-403-043-0000, 28-33-403-044-0000

Common Address: 18200 South Cicero Avenue, Country Club Hills, IL 60478

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