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This instrument was prepared by  
~~and after recording return to:~~  
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Krooth & Altman LLP  
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Washington, DC 20036  
(202) 293-8200



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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/24/2021 11:33 AM PG: 1 OF 6

**AFTER RECORDING, RETURN TO:**

TITLE SERVICES, INC.  
810 E. ROOSEVELT ROAD  
SUITE 201  
WHEATON, IL 60187

## SECOND MODIFICATION OF HEALTHCARE MORTGAGE, ASSIGNMENT OF LEASES, RENTS AND REVENUE AND SECURITY AGREEMENT (ILLINOIS)

**BORROWER:** Warren Park Property, LLC,  
an Illinois limited liability company

**LENDER:** First American Capital Group Corporation,  
a New York corporation

**PROJECT NAME:** Warren Park Health and Living Center

**FHA PROJECT NO.:** 071-22376

**BORROWER'S ADDRESS:** 6700 North Damen Avenue, Chicago, Illinois 60645

**LENDER'S ADDRESS:** 15 Canterbury Road, Suite A-5, Great Neck, New York 11021

**PROJECT ADDRESS:** 6700 North Damen Avenue, Chicago, Illinois 60645  
(Cook County)

**PERMANENT REAL ESTATE INDEX NO(S):**

11-31-302-043-0000 Vol. 506 (Affects: Parcel 1)  
11-31-302-008-0000 Vol. 506 (Affects: Parcel 2) ✓

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Warren Park Health and Living Center  
Chicago, Cook County, Illinois  
FHA Project No. 071-22376

## SECOND MODIFICATION OF HEALTHCARE MORTGAGE, ASSIGNMENT OF LEASES, RENTS AND REVENUE AND SECURITY AGREEMENT (ILLINOIS)

THIS SECOND MODIFICATION OF HEALTHCARE MORTGAGE, ASSIGNMENT OF LEASES, RENTS AND REVENUE AND SECURITY AGREEMENT (ILLINOIS) (this "Agreement") is made, entered into as of March 24, 2021 by and between WARREN PARK PROPERTY, LLC, an Illinois limited liability company (hereinafter referred to as the "Borrower"), whose address is 6700 North Damen Avenue, Chicago, Illinois 60645, and FIRST AMERICAN CAPITAL GROUP CORPORATION, a New York corporation, having its place of business at 15 Canterbury Road, Suite A-5, Great Neck, New York 11021 (the "Lender").

### WITNESSETH:

WHEREAS, Lender is the owner and holder of a certain Healthcare Facility Note (Multistate) and Rider 1 to Healthcare Facility Note thereto, executed by Borrower payable to Lender and dated as of November 1, 2017, in the original principal sum of \$8,400,000.00, as modified by Rider 2 to Healthcare Facility Note between the Borrower and the Lender dated as of November 30, 2020 (hereinafter collectively referred to as the "Note"); and

WHEREAS, the Note is secured by a Healthcare Mortgage, Assignment of Leases, Rents and Revenue and Security Agreement (Illinois), executed by Borrower, given for the benefit of Lender, dated as of as of November 1, 2017 and recorded on November 29, 2017 as Document No. 1733329062 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Land Records"), as modified by that certain Modification Of Healthcare Mortgage, Assignment of Leases, Rents and Revenue And Security Agreement (Illinois) between the Borrower and the Lender, dated as of November 30, 2020 and recorded February 1, 2021 in the Land Records as Document No. 2103216000 (hereinafter collectively referred to as the "Mortgage"), which Mortgage (i) encumbers the lands, premises and property situate, lying and being in the County of Cook, State of Illinois more particularly described in Exhibit "A" attached hereto, (ii) is insured by the Secretary of Housing and Urban Development ("HUD") under Section 232 pursuant to Section 223(f) of the National Housing Act, as amended, and (iii) bears a maturity date of December 1, 2052; and

WHEREAS, the terms and provisions of the Note are incorporated by reference into the Mortgage; and

WHEREAS, Borrower is lawfully seized and possessed of fee simple title to the real property described in the Mortgage; and

WHEREAS, the parties wish to reduce the interest rate specified in the Note and Mortgage from the present rate of Three and one-quarter per centum (3.25%) per annum to the new interest rate of Three and five hundredths per centum (3.05%) per annum, effective as of April 1, 2021.

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**NOW, THEREFORE**, in consideration of the premises and the sum of **TEN DOLLARS** (\$10.00) in hand paid by each of the parties hereto to the other (the receipt and sufficiency of which by each of the parties hereto from the other is hereby acknowledged), the parties hereto, for themselves and their respective heirs, executors, administrators, successors and assigns, hereby covenant and agree as follows:

**SECTION 1.** Paragraph 54 of the Mortgage is hereby deleted in its entirety, and the following paragraph 54 is hereby inserted in lieu thereof:

**"54. INTEREST RATE.** Interest Rate specified in the Note dated as of November 1, 2017, as modified by that certain Rider 2 to Healthcare Facility Note dated as of November 30, 2020, and as modified by that certain Rider 3 to Healthcare Facility Note dated as of March 24, 2021, is (i) Three and one-half per centum (3.50%) per annum from November 30, 2017 through and including November 30, 2020, (ii) Three and one-quarter per centum (3.25%) per annum from December 1, 2020 through and including March 31, 2021, and (iii) Three and five hundredths per centum (3.05%) from April 1, 2021 and thereafter."

**SECTION 2.** Nothing herein contained shall in any manner whatsoever impair the Note, as modified hereby, or the security of the Mortgage now held for the indebtedness evidenced by the Note, as modified hereby, or alter, waive, annul, vary or affect any provision, covenant or condition of the Note, the Mortgage or that certain Healthcare Regulatory Agreement - Borrower by and between Borrower and HUD dated as of November 1, 2017, and recorded November 29, 2017 in the Land Records as Document No. 1733329063 (hereinafter referred to as the "**Regulatory Agreement**") except as specifically modified and amended herein, nor affect or impair any rights, powers or remedies under the Note, the Mortgage, or the Regulatory Agreement, it being the intent of the parties hereto that all of the terms, covenants, conditions and agreements of the Note, the Mortgage, and the Regulatory Agreement shall continue and remain in full force and effect, except as specifically modified herein.

**SECTION 3.** Nothing in this Agreement shall waive, compromise, impair or prejudice any right Lender or HUD may have to seek judicial recourse for any breach of the Regulatory Agreement that may have occurred prior to or that may occur subsequent to the date of this Agreement. In the event that Lender or HUD initiates an action for breach of the Regulatory Agreement and recovers funds, either on behalf of Lender or HUD, or on behalf of the project encumbered by the Mortgage or Borrower, those funds may be applied, at the discretion of HUD, to payment of the delinquent amounts due under the Mortgage or as a partial payment of the loan evidenced by the Note.

**SECTION 4.** All of the terms, covenants, conditions and agreements hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[SIGNATURES APPEAR ON SUCCEEDING PAGES]



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**LENDER:**

**FIRST AMERICAN CAPITAL GROUP CORPORATION;**  
a New York corporation

By: \_\_\_\_\_

John P. Berry  
Vice President

State of New York )  
County of Queens ) ss.:

On the 6<sup>th</sup> day of **March** in the year **2021** before me, the undersigned, personally appeared **John P. Berry**, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Dolfin Dimaria  
Notary Public

My Commission Expires: 5/15/22

DOLFINA DIMARIA  
NOTARY PUBLIC STATE OF NEW YORK  
QUEENS COUNTY  
LIC. #01DI6146308  
COMM. EXP. 5/15/22

Cook County Clerk's Office

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## EXHIBIT "A" LEGAL DESCRIPTION

### PARCEL 1:

THE NORTH 118 FEET OF THE EAST 122.5 FEET OF LOT 1, LYING WEST OF THE WEST LINE OF ROBEY STREET (NOW KNOWN AS DAMEN AVENUE), IN FORTMAN'S SECOND ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF PART OF THE SOUTH 9/16THS OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

### PARCEL 2:

LOT 3 IN ROBEY EDGEWATER GOLF CLUB ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF THAT PART OF THE EAST 490 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

### PERMANENT REAL ESTATE INDEX NO(S):

11-31-302-043-0000 VOL. 506 (AFFECTS: PARCEL 1) ✓

11-31-302-008-0000 VOL. 506 (AFFECTS: PARCEL 2)

STREET ADDRESS: 6700 NORTH DAMEN AVENUE, CHICAGO, IL 60645

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