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This instrument was prepared by
~~and after recording return to:~~
David A. Barsky, Esq.
Krooth & Altman LLP
1850 M Street, NW, Suite 400
Washington, DC 20036
(202) 293-8200

AFTER RECORDING, RETURN TO:

TITLE SERVICES, INC.
610 E. ROOSEVELT ROAD
SUITE 211
WHEATON, IL 60187



Doc# 2108347009 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/24/2021 11:34 AM PG: 1 OF 6

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

BORROWER: Forest Villa Property, LLC,
an Illinois limited liability company

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

PROJECT NAME: Elevate Care North Branch

FHA PROJECT NO.: 071-22447

BORROWER'S ADDRESS: 1550 North Northwest Highway, Suite 430
Park Ridge, Illinois 60068

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

PROJECT ADDRESS: 6840 West Touhy Avenue
Niles, Illinois 60714
(Cook County)

PERMANENT REAL ESTATE INDEX NO(S): 10-30-317-030-0000 (Parcel 1)
10-30-317-044-0000 (Parcel 2)

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Elevate Care North Branch
FHA Project No. 071-22447

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

THIS 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 FOREST VILLA PROPERTY, LLC, an Illinois limited liability company (hereinafter referred to as the "Borrower"), whose address is 1550 North Northwest Highway, Suite 430, Park Ridge, Illinois 60068, 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 September 1, 2020, in the original principal sum of \$16,026,500.00, with interest at the rate **Three and thirty-five hundredths per centum (3.35%)** per annum on the unpaid principal balance until paid (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 September 1, 2020 and recorded on October 8, 2020 as Document No. 2028247022 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Land Records") (hereinafter 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 Sections 232/223(f) pursuant to Section 223(a)(7) of the National Housing Act, as amended, and (iii) bears a maturity date of **October 1, 2055**; 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 thirty-five hundredths per centum (3.35%)** per annum per annum to the new interest rate of **Three and fifteen hundredths per centum (3.15%)**, effective as of April 1, 2021.

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

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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 is (i) **Three and thirty-five hundredths per centum (3.35%)** per annum from September 30, 2020 through and including March 31, 2021, and (ii) **Three and fifteen hundredths per centum (3.15%)** per annum 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 September 1, 2020, and recorded October 8, 2020 in the Land Records as Document No. 2028247023 (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]

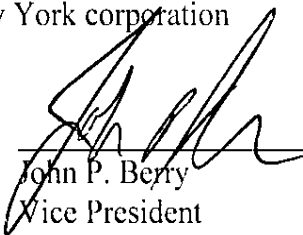
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Elevate Care North Branch

FHA Project No. 071-22447

LENDER:


FIRST AMERICAN CAPITAL GROUP CORPORATION,
a New York corporation

By: 
John P. Berry
Vice President

Property of Queens County Clerk's Office

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

On the 6th 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.


Notary Public

My Commission Expires: 5/15/22

DOLFINA DIMARIA
NOTARY PUBLIC STATE OF NEW YORK
QUEENS COUNTY
LIC. #01D16146306
COMM. EXP. 5/15/22

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EXHIBIT "A" LEGAL DESCRIPTION

[LEGAL DESCRIPTION OF THE LAND]

PARCEL 1:

THAT PART OF LOT 5, LYING SOUTHWESTERLY OF A LINE DESCRIBED AS: BEGINNING 140.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 5 AND RUNNING SOUTHEASTERLY TO A POINT IN THE SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 350.15 FEET EASTERLY OF THE INTERSECTION OF THE SOUTHERLY LINE PRODUCED WEST TO THE WEST LINE OF SAID LOT 5 IN THE CIRCUIT COURT PARTITION OF LOT 2 IN THE WILLIAM WEST AND OTHERS SUBDIVISION OF PART OF LOT 1 AND LOT 18 OF THE ASSESSOR'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 30 AND LOT 8 OF THE ASSESSOR'S DIVISION OF JANE MIRANDA'S RESERVE; ALSO LOT 11 OF THE ASSESSOR'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

PARCEL 2:

THAT PART LYING NORTH OF TOUHY AVENUE AND LYING WESTERLY OF A LINE DESCRIBED AS: BEGINNING AT A POINT IN THE NORTHERLY LINE OF HEREAFTER DESCRIBED LOT 14, A DISTANCE OF 350.15 FEET EASTERLY OF THE INTERSECTION OF SAID NORTHERLY LINE PRODUCED WESTERLY TO THE WESTERLY LINE OF LOT 5 IN CIRCUIT COURT COMMISSIONER'S SUBDIVISION OF LOT 2 IN HEREAFTER DESCRIBED WILLIAM WEST AND OTHERS SUBDIVISION; THENCE SOUTHERLY IN A STRAIGHT LINE FORMING AN ANGLE OF 90 DEGREES, 14 MINUTES WITH SAID NORTHERLY LINE OF SAID LOT 14 (TURNED EAST TO SOUTHERLY) OF THE FOLLOWING DESCRIBED LAND TAKEN AS A TRACT, TO WIT: LOT 9 (EXCEPT THE WESTERLY 25 FEET THEREOF), ALL OF LOTS 10 TO 14 IN WILLIAM WEST AND OTHERS SUBDIVISION OF PART OF LOT 1 AND LOT 18 OF THE ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30 AND LOT 8 IN JANE MIRANDA'S RESERVATION IN SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID PREMISES THAT PART FALLING IN TOUHY AVENUE), ALL IN COOK COUNTY, ILLINOIS. ✓

PERMANENT REAL ESTATE INDEX NUMBER(S): 10-30-317-030-0000 (PARCEL 1) ✓
10-30-317-044-0000 (PARCEL 2)

STREET ADDRESS: 6840 WEST TOUHY AVENUE, NILES, ILLINOIS 60714