



2112022016

This document was prepared by,
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Permanent Tax Index Number:

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Property Address:

24600 West 127th Street
Plainfield, Illinois 60585

Doc# 2112022016 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/30/2021 10:57 AM PG: 1 OF 8

EIGHTH MODIFICATION OF LOAN DOCUMENTS FOR PURPOSES OF RECORDING

THIS EIGHTH MODIFICATION OF LOAN DOCUMENTS FOR PURPOSES OF RECORDING (this "Eighth Modification") is made as of the 3RD day of April, 2021, by and among **PLAINFIELD SURGERY CENTER, LLC** an Illinois limited liability company (the "Mortgagor") to for the benefit of **WHEATON BANK & TRUST COMPANY, N.A.**, a national banking association f/k/a Wheaton Bank & Trust Company, an Illinois chartered bank, its successors and assigns ("Mortgagee").

RECITALS:

A. Pursuant to the terms and conditions contained in that certain Loan and Security Agreement dated as of January 3, 2014, executed by and between the Mortgagor and the Mortgagee (the "Loan Agreement"), the Mortgagee agreed to loan to the Mortgagor the aggregate maximum principal amount of \$4,272,895.52 (the "Loan"). The Loan is evidenced by a Revolving Note in the maximum principal amount of \$500,000, a Term Note in the original principal amount of \$586,219.64 and a Mortgage Note in the original principal amount of \$3,186,675.88, each dated as of January 3, 2014, executed by the Mortgagor and made payable to the order of the Mortgagee.

B. The Notes are secured by, among other things documents dated as of January 3, 2014 including, (i) that certain Leasehold Mortgage, Security Agreement, and Assignment of Rents and Leases and Fixture Filing executed and delivered by the Mortgagor to the Mortgagee, which the Mortgagee recorded with the Recorder of Deeds for Will County, Illinois on January

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21, 2014, as Document No. R2014005926 (the "Mortgage"), which Mortgage encumbers the Ground Lease and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Environmental Indemnity Agreement from Mortgagor to Mortgagee (the "Indemnity Agreement"); and (iv) certain other loan documents (the Loan Agreement, the Notes, the Mortgage, the Indemnity Agreement, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. The Revolving Note matured on January 3, 2015 (the "Original Revolving Maturity Date") and was extended to April 3, 2015 pursuant to that certain First Modification of Loan Documents and First Covenant Waiver dated as of January 3, 2015 (the "First Modification") by and among Mortgagor and Mortgagee. The Original Revolving Maturity Date was further extended to April 3, 2016 pursuant to (i) that certain Second Modification of Loan Documents dated as of April 3, 2015 (the "Second Modification") by and among Mortgagor and Mortgagee; (ii) that certain Third Modification of Loan Documents dated as of April 3, 2016 (the "Third Modification"); (iii) that certain Fourth Modification of Loan Documents dated as of April 3, 2017 (the "Fourth Modification"); (iv) that certain Fifth Modification of Loan Documents dated as of April 3, 2018 (the "Fifth Modification") by and among Mortgagor and Mortgagee; (v) that certain Sixth Modification of Loan Documents dated as of April 3, 2019 (the "Sixth Modification") by and among Mortgagor and Mortgagee; and that certain Seventh Modification of Loan Documents dated as of April 3, 2020 (the "Seventh Modification") by and among Mortgagor and Mortgagee.

D. Pursuant to the terms and conditions of that certain Eighth Modification of Loan Documents dated as of even date herewith (the "Amendment") the Mortgagor requested, among other things, that the Revolving Loan Maturity Date be extended, and the Mortgagee will agree to such modifications upon the terms and conditions of the Amendment and the provisions of this Eighth Modification.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove, (ii) the agreements by the Mortgagee to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals, Exhibits and Definitions.** The foregoing recitals and all exhibits and schedules attached hereto are hereby made a part of this Eighth Modification, evidencing the intent of the Mortgagor in executing this Eighth Modification and describing the circumstances surrounding its execution. Accordingly, the recitals are, by this express reference, made a part of the covenants hereof, and this Eighth Modification shall be construed in the light thereof. The capitalized terms not otherwise defined herein shall have the meanings provided in the Loan Agreement, as amended and/or the Amendment, as the case may be.

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2. **Incorporation of the Amendment**. The terms and conditions of the Amendment are incorporated herein by reference in full and with the same effect as if set forth herein at length.

3. **Modifications to the Mortgage**. Any reference in the Mortgage to the Revolving Loan Maturity Date is hereby amended by extending such date to “April 3, 2022.”

4. **Ratification and Reaffirmation**. The Mortgagor hereby reaffirms and ratifies the Mortgage and any of the other Loan Documents, as amended, that it is a party to. The Mortgagor specifically agrees that the Mortgage, as amended, shall apply and/or continue to secure all obligations of the Mortgagor under the Notes and the other Loan Documents, as amended. The Mortgagor acknowledges and agrees, ratifies and reaffirms, that, except as may be amended hereby, the terms and provisions of the Mortgage and the other Loan Documents that it is a party to, as amended, remain in full force and effect.

5. **Miscellaneous**.

(a) This Eighth Modification shall be governed by and construed in accordance with the laws of the State of Illinois provided, however that to the extent the mandatory provisions of the law of another jurisdiction relating to (i) the perfection or the effect of perfection or non-perfection of the security interests in any of the Facility Real Estate, (ii) the lien, encumbrance or other interest in the premises granted or conveyed by the Mortgage, or (iii) the availability of and procedures relating to any remedy hereunder or related to the Mortgage are required to be governed by such other jurisdiction's laws, such other laws shall be deemed to govern and control.

(b) This Eighth Modification shall not be construed more strictly against the Mortgagee than against the Mortgagor merely by virtue of the fact that the same has been prepared by counsel for the Mortgagee, it being recognized that the Mortgagor and the Mortgagee have contributed substantially and materially to the preparation of this Eighth Modification, and the Mortgagor and the Mortgagee each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Eighth Modification. Each of the parties to this Eighth Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Eighth Modification, and recognizes that it is executing and delivering this Eighth Modification, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Eighth Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Eighth Modification by the Mortgagee, the same shall not be deemed to constitute the Mortgagee a venturer or

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partner of or in any way associated with the Mortgagor nor shall privity of contract be presumed to have been established with any third party.

(d) This Eighth Modification shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(e) Any references to the "Note", the "Mortgage," the "Assignment of Rents," or the "the Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage, the Assignment of Rents and the other Loan Documents as amended hereby or in the Amendment. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(f) This Eighth Modification may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Modification.

(g) Time is of the essence of each of the Mortgagor's obligations under this Eighth Modification.

(Signature Page Follows)

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

THE LEASEHOLD ESTATE CREATED BY THAT CERTAIN GROUND LEASE DATED AS OF SEPTEMBER 18, 2009 BY AND AMONG EDWARD HEALTH VENTURES, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AS LANDLORD, AND PLAINFIELD SURGERY CENTER, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS TENANT, WHICH LEASE WAS RECORDED OCTOBER 2, 2009 AS DOCUMENT 2009-119155, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING SEPTEMBER 25, 2009 AND ENDING SEPTEMBER 25 2069:

PARCEL 1: THAT PART OF LOT 1 IN EDWARD HEALTH VENTURE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 60 ACRES OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 17, 2006, AS DOCUMENT NO. R2006-010576, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 01 DEGREE 16 MINUTES 28 SECONDS EAST, ON THE WEST LINE OF SAID LOT, A DISTANCE OF 253.03 FEET TO THE NORTH LINE OF LOT 3 IN SAID EDWARD HEALTH VENTURES SUBDIVISION; THENCE NORTH 88 DEGREES 43 MINUTES 32 SECONDS EAST ON SAID NORTH LINE A DISTANCE OF 24.82 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 01 DEGREES 16 MINUTES 28 SECONDS EAST, ON THE EAST LINE OF SAID LOT 3 (ALSO BEING A WEST LINE OF SAID LOT 1), A DISTANCE OF 107.71 FEET, THENCE NORTH 88 DEGREES 20 MINUTES 54 SECONDS EAST A DISTANCE OF 30.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 20 MINUTES 54 SECONDS EAST, A DISTANCE OF 103.09 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 22 SECONDS WEST, A DISTANCE OF 10.66 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 23 SECONDS EAST, A DISTANCE OF 21.53 FEET; THENCE SOUTH 01 DEGREES 51 MINUTES 22 SECONDS EAST, A DISTANCE OF 25.51 FEET; THENCE SOUTH 88 DEGREES 17 MINUTES 23 SECONDS WEST, A DISTANCE OF 6.51 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 11 SECONDS EAST, A DISTANCE OF 87.19 FEET; THENCE NORTH 88 DEGREES 02 MINUTES 17 SECONDS EAST, A DISTANCE OF 4.46 FEET; THENCE SOUTH 01 DEGREES 57 MINUTES 43 SECONDS EAST, A DISTANCE OF 25.98 FEET; THENCE SOUTH 88 DEGREES 02 MINUTES 17 SECONDS WEST, A DISTANCE OF 4.50 FEET; THENCE SOUTH 01 DEGREES 56 MINUTES 57 SECONDS EAST, A DISTANCE OF 10.66 FEET; THENCE SOUTH 88 DEGREES 02 MINUTES 17 SECONDS WEST, A DISTANCE OF 2.82 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 28.29 FEET; THENCE SOUTH 88 DEGREES 15 MINUTES 32 SECONDS WEST, A DISTANCE OF 21.46 FEET; THENCE SOUTH 02 DEGREES 08 MINUTES 19 SECONDS EAST, A DISTANCE OF 15.62 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 52 SECONDS WEST, A DISTANCE OF 71.52 FEET; THENCE NORTH 72 DEGREES 01 MINUTES 40 SECONDS WEST, A DISTANCE OF 34.49 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES 19 SECONDS WEST, A DISTANCE OF 14.23 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 04 SECONDS WEST, A DISTANCE OF 103.18 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES 28 SECONDS WEST A DISTANCE OF 7.98 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 32 SECONDS WEST, A DISTANCE OF 46.05 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS

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PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 OVER THE INGRESS AND EGRESS EASEMENTS AS CREATED BY PLAT OF EDWARD HEALTH VENTURES SUBDIVISION RECORDED JANUARY 17, 2006 AS DOCUMENT R2006-10576 AND THE ROADWAY EASEMENTS AS CREATED BY THE DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS RECORDED APRIL 21, 2006 AS DOCUMENT NO. R2006-65672 FOR THE PURPOSE OF INGRESS AND EGRESS.

PROPERTY ADDRESS OF REAL ESTATE:

24600 West 127th Street
Building C
Plairfield, Illinois 60585

PERMANENT TAX IDENTIFICATION NUMBER:

01-28-301-004-0010
01-28-301-004-0020