

# UNOFFICIAL COPY

Doc#: 2224306157 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 08/31/2022 10:33 AM Pg: 1 of 6

**This instrument prepared by  
and please return to:  
Polsinelli PC  
Adam Smith  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, Missouri 64112**

Freedom Title Corporation  
2000 W ATT Center Dr., Ste C205  
Hoffman Estates, IL 60192

FR 6720009

1/1

## **SECOND AMENDMENT TO REAL ESTATE MORTGAGE, ASSIGNMENT OF LEASES, SECURITY AGREEMENT AND FIXTURE FILING**

**THIS SECOND AMENDMENT TO REAL ESTATE MORTGAGE, ASSIGNMENT OF  
LEASES, SECURITY AGREEMENT AND FIXTURE FILING** (this "**Amendment**") is entered into  
as of August 26, 2022, by and between PLAZA NURSING REALTY, LLC, an Illinois limited liability  
company ("**Mortgagor**"), to OLD NATIONAL BANK, as successor by merger to First Midwest Bank  
(herein, together with its successors and assigns, called the "**Mortgagee**") having a mailing address for  
notice purposes of 8750 W. Bryn Mawr, Suite 1300, Chicago, Illinois 60631.

**WITNESSETH:**

**WHEREAS**, Mortgagee has advanced certain funds to Mortgagor in the past; and

**WHEREAS**, said advances are secured in part by that certain Real Estate Mortgage, Assignment  
of Leases, Security Agreement and Fixture Filing executed by Mortgagor on July 21, 2016, and recorded  
with the Recorder of Deeds for Cook County, Illinois, on July 27, 2016, as Document No. 1620955150  
(as amended, restated, extended, or otherwise modified from time to time, the "**Initial Mortgage**"), as  
amended by that certain First Amendment to Real Estate Mortgage, Assignment of Leases, Security  
Agreement and Fixture Filing executed by Mortgagor on July 3, 2019, and recorded with the Recorder of  
Deeds for Cook County, Illinois, on August 5, 2019, as Document No. 1921733105 (the "**First  
Amendment to Mortgage**") and together with the Initial Mortgage, the "**Mortgage**"), which encumbers  
certain real property more fully described on Exhibit A (the "**Real Estate**") attached hereto and  
incorporated herein by this reference, along with the Premises (as defined in the Mortgage); and

**WHEREAS**, Mortgagor and the Mortgagee desire to further amend the Mortgage pursuant to the  
terms and conditions as more fully set forth herein;

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**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Mortgagor, it is hereby agreed that the above-referenced Mortgage is amended as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the same meaning as given them in the Mortgage.
2. **Representation.** Mortgagor is the current owner of the Premises and there has not been any change in the title to the Premises since the date of the Mortgage.
3. **Mortgagee.** All references to "Mortgagee" in the Mortgage shall refer to OLD NATIONAL BANK, as successor by merger to First Midwest Bank, as administrative agent on behalf of the Lenders under the Loan Agreement.
4. **Recitals.** The first and second recitals of the Mortgage is hereby deleted and the following is inserted therefor:

WHEREAS, certain affiliates of Mortgagor (together with Mortgagor, each individually a "**Borrower**" and collectively "**Borrowers**") executed and delivered to Mortgagee an Amended, Restated and Consolidated Term Loan and Security Agreement dated as of August 26, 2022 (as amended, restated, supplemented and otherwise modified from time to time, the "**Loan Agreement**"), and Borrowers are executing one or more Term Notes, each with a maturity date of August 26, 2027, in an aggregate amount of up to \$66,100,000.00 and bearing interest at the rate and payable in the amounts and at the times set forth and otherwise in the Loan Agreement (collectively, as amended, restated, supplemented and otherwise modified from time to time, the "**Notes**"); and

WHEREAS, Borrowers entered into that certain Amended and Restated Continuing Limited Guaranty dated as of August 26, 2022 in favor of Mortgagee (the "**Guaranty**"); and

5. **Notices.** Section 32 of the Mortgage is hereby deleted in its entirety and the following is inserted in lieu thereof:

32. **Addresses and Notices.** Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by certified mail to the addresses hereafter set forth or to such other place as any party hereto may by notice in writing designate, shall constitute service of notice hereunder:

**IF TO MORTGAGEE:** Old National Bank  
8750 W. Bryn Mawr Avenue, Suite 1300  
Chicago, Illinois 60631  
Attention: Diana Poole

**WITH A COPY TO:** Lisa Katz  
Poisinelli PC  
150 N. Riverside Plaza, Suite 3000  
Chicago, Illinois 60606

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**IF TO MORTGAGOR:** Plaza Nursing Realty, LLC  
4655 W. Chase Ave.  
Lincolnwood, Illinois 60712  
Attention: Yosef Meystel

**WITH A COPY TO:** Frederick S. Frankel  
General Counsel  
Aperion Care, Inc.  
4655 West Chase  
Lincolnwood, Illinois 60712

6. Mortgage Otherwise Unaffected. The lien of the Mortgage and the covenants and agreements therein, except as herein modified, shall be and remain in full force and effect, subject to all of the conditions and provisions and other obligations contained in the Mortgage. Mortgagor hereby assumes and agrees to be bound by and to perform all of the covenants and agreements and other obligations contained in the Mortgage that are to be performed by the makers thereof, at the times and in the manner therein specified, except as expressly modified and/or extended herein.

[SIGNATURE PAGE FOLLOWS]

Property of Cook County Clerk's Office

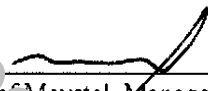
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IN WITNESS WHEREOF, this Amendment has been duly executed by the undersigned as of the date first above written.

**MORTGAGOR:**


**PLAZA NURSING REALTY, LLC,**  
an Illinois limited liability company

By: ACI Equities, LLC,  
an Illinois limited liability company, its manager

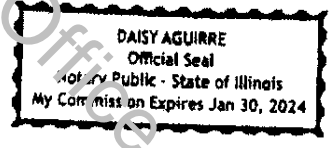
By:   
Yosef Meystel, Manager

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF IL

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Yosef Meystel, Manager of of ACI Equities, LLC, an Illinois limited liability company, manager of Plaza Nursing Realty, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8/23/22  
  
Notary Public

[SIGNATURE PAGE TO SECOND AMENDMENT TO REAL ESTATE MORTGAGE,  
ASSIGNMENT OF LEASES, SECURITY AGREEMENT AND FIXTURE FILING (Plaza Nursing  
Realty, LLC)]



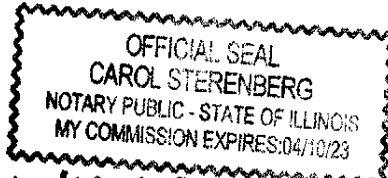
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**MORTGAGEE:**

**OLD NATIONAL BANK**

By: Diana Poole  
Diana Poole,  
Vice President, Healthcare Finance

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DuPage     )



The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Diana Poole, Vice President, Healthcare Finance of Old National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notaria Seal this Aug 1, 2022  
[Signature]  
Notary Public

[SIGNATURE PAGE TO SECOND AMENDMENT TO REAL ESTATE MORTGAGE,  
ASSIGNMENT OF LEASES, SECURITY AGREEMENT AND FIXTURE FILING (Plaza Nursing  
Realty, LLC)]

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

THE EAST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 (EXCEPT THE SOUTH 1167 FEET THEREOF) OF THE EAST 2/3 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM) THAT PART TAKEN OR USED FOR 147TH STREET), IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

THE WEST 1/2 OF THE WEST 1/2 OF THE EAST 2/3 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE WEST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE EAST 2/3 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE SOUTH 1000 FEET THEREOF AND ALSO EXCEPTING THEREFROM THAT PART TAKEN OR USED FOR 147TH STREET), ALL IN COOK COUNTY, ILLINOIS

3249 W 147th St., Midlothian, IL 60445

28-11-408-050

28-11-408-003

28-11-408-004