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2231842247

Doc# 2231842247 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/14/2022 02:36 PM PG: 1 OF 10

This instrument was prepared by
and after recording return to:

David A. Barsky, Esq.
Krooth & Altman LLP
1850 M Street, NW
Suite 400
Washington, D.C. 20036
[202] 293-8200

OMNIBUS AMENDMENT TO LOAN DOCUMENTS

THIS OMNIBUS AMENDMENT TO LOAN DOCUMENTS ("Amendment") is made, entered into and dated as of November 7, 2022, 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, **ELEVATE CARE NORTH BRANCH, LLC**, an Illinois limited liability company, having its place of business at 4655 W. Chase Avenue, Lincolnwood, Illinois 60712 (the "**Operator**"), **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**"), and the **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**, having its place of business at 451 Seventh Street, SW, Washington, DC 20036 ("**HUD**").

WITNESSETH:

WHEREAS, Lender made a mortgage loan to Borrower in the original principal amount of **\$16,026,500.00** (the "**Loan**"), with respect to a certain skilled nursing facility known as "**Elevate Care North Branch**" FHA Project No. **071-22447**, located in Cook County, Illinois (the "**Project**"); and

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 through and including March 31, 2021, as amended by Rider 2 to Healthcare

10/29/22

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Facility Note dated as of March 24, 2021 to, among other things, reduce the interest rate to Three and fifteen hundredths per centum (3.15%) per annum from April 1, 2021 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, now known as the Cook County Clerk’s Office (the “**Land Records**”), as modified by that certain Modification of Healthcare Mortgage, Assignment of Leases, Rents and Revenue and Security Agreement (Illinois) dated as of March 24, 2021, between the Borrower and the Lender, and recorded in the Land Records on March 24, 2021 as Document No. 2108347009 (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 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 Borrower, Operator, Lender, and HUD individually and together, executed and delivered certain other documents in connection with the Loan, as listed on Exhibit B attached hereto (collectively, the “**Loan Documents**”); and

WHEREAS, as a result of a condemnation by the Illinois Department of Transportation, the parties wish to amend the legal description in each of the Loan Documents of the real property encumbered by the Mortgage and Loan Documents to reflect such condemnation, including the deeding out of that parcel and its release from the Mortgage lien.

NOW, THEREFORE, in consideration of the foregoing 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:

1. The legal description of the real property that is appended to each of the Loan Documents as Exhibit A is hereby respectively deleted, and the new legal description of the encumbered real property attached hereto as Exhibit A is hereby respectively appended to and incorporated in by reference each of the Loan Documents.

2. Nothing herein contained shall in any manner whatsoever impair any of the Loan Documents, or alter, waive, annul, vary or affect any provision, covenant or condition thereof, except as specifically modified by this Amendment; nor affect or impair any rights, powers or remedies under any Loan Document, it being the intent of the parties hereto that all of the terms, covenants, conditions and agreements of the Loan Documents shall continue and remain in full force and effect, except as specifically modified by this Amendment.

3. Nothing herein contained shall in any manner whatsoever impair the Note, or the security of the Mortgage now held for the indebtedness evidenced by the Note, as modified by that certain second modification of Mortgage of even date herewith between the Borrower and

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the Lender, 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 "**Borrower Regulatory Agreement**"), or that certain Healthcare Regulatory Agreement - Operator by and between Operator and HUD dated as of September 1, 2020, and recorded October 8, 2020 in the Land Records as Document No. 2028247025 (hereinafter referred to as the "**Operator Regulatory Agreement**"), and together with the Borrower Regulatory Agreement are, collectively, 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.

4. 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 either of the Regulatory Agreements 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 a Regulatory Agreement and recovers funds, either on behalf of Borrower, Operator 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.

5. This Amendment may be signed in any number of counterparts with the same effect as if the signatures were upon the same copy of this Amendment.

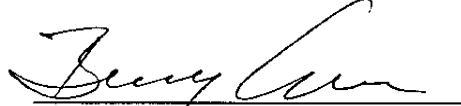
[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties have executed this Omnibus Amendment to Loan Documents as of the day and year hereinabove first written.

BORROWER:

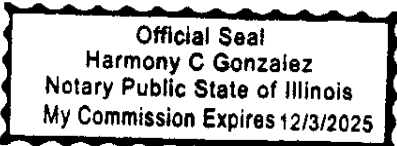
FOREST VILLA PROPERTY, LLC,
an Illinois limited liability company

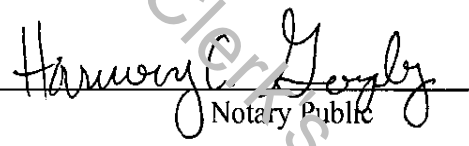
By: 
Name: Barry Carr
Title: Manager

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK

On this 31 day of **May, 2022**, before me, the undersigned, a Notary Public in and for said State, personally appeared **Barry Carr, Manager** of **FOREST VILLA PROPERTY, LLC**, an Illinois limited liability company, 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.

[SEAL] 
Official Seal
Harmony C Gonzalez
Notary Public State of Illinois
My Commission Expires 12/3/2025


Notary Public

My Commission Expires: 12/3/2025

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

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LENDER:

FIRST AMERICAN CAPITAL GROUP CORPORATION,
a New York corporation

By: _____

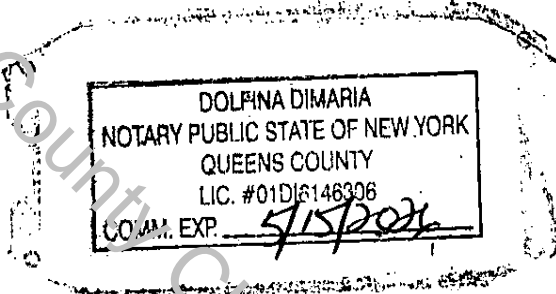
[Handwritten Signature]
John P. Berry
Vice President

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

On the 18th day of **August** in the year **2022** 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.

[Handwritten Signature]
Notary Public

My Commission Expires: 5/15/2026

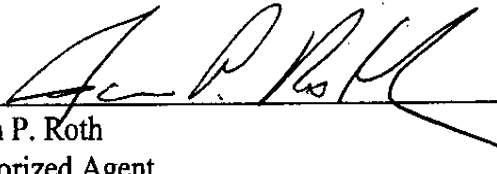


[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

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HUD:

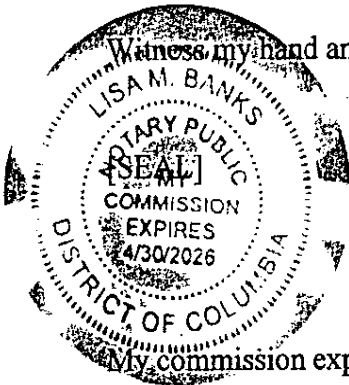
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, acting by and through the Secretary:

By: 
Jason P. Roth
Authorized Agent
Office of Residential Care Facilities

ACKNOWLEDGEMENT

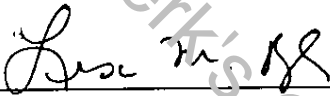
DISTRICT OF COLUMBIA

On this 22nd day of August, 2022, before me, a notary public in and for the jurisdiction aforesaid, personally appeared Jason P. Roth, who acknowledged that he is the Authorized Agent of the Secretary of U.S. Department of Housing and Urban Development, acting by and through the Federal Housing Commissioner, and Supervisory Account Executive in the Office of Residential Care Facilities, U.S. Department of Housing and Urban Development, and that he, being authorized to do so by virtue of such office, executed the foregoing instrument on behalf of the Federal Housing Commissioner, acting for the Secretary of the U.S. Department of Housing and Urban Development.



Witness my hand and official seal

Lisa M. Banks
Notary Public, District of Columbia
My Commission Expires 4/30/2026


Notary Public

Lisa M. Banks
(Print Name)

My commission expires: April 30, 2026

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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; EXCEPT THAT PART OF LOTS 12, 13 AND 14 IN WILLIAM WEST AND OTHERS SUBDIVISION, IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS AND DISTANCES ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), WITH A COMBINED FACTOR OF 0.999975381, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY CORNER OF LAND THAT IS 24.75 FEET NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF TOUHY AVENUE AS
Omnibus Amendment

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SHOWN ON THE PLAT OF SURVEY AS DEPICTED IN EXHIBIT "A" PER DOCUMENT NO. 24644710, ALSO FILED AS DOCUMENT NO. LR3048728, BOTH RECORDED ON SEPTEMBER 26, 1978; THENCE SOUTH 15 DEGREES 25 MINUTES 37 SECONDS EAST ALONG AN EASTERLY LINE OF SAID LAND, 11.25 FEET TO A LINE THAT IS 43.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF TOUHY AVENUE PER PLAT OF DEDICATION FOR PUBLIC HIGHWAY RECORDED ON APRIL 4, 1932 AS DOCUMENT NO. 11068761 AND THE POINT OF BEGINNING; THENCE 92.02 FEET EASTERLY ALONG SAID PARALLEL LINE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,054.51 FEET, A CHORD THAT BEARS SOUTH 84 DEGREES 38 MINUTES 32 SECONDS EAST AND CHORD LENGTH OF 91.99 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG A LINE THAT IS 43.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE, SOUTH 82 DEGREES 10 MINUTES 45 SECONDS EAST, 346.81 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 29 SECONDS EAST, 35.58 FEET TO THE EASTERLY LINE OF LAND DESCRIBED AS PARCEL 2 PER WARRANTY DEED RECORDED ON JANUARY 29, 2009 AS DOCUMENT NO. 092933101; THENCE ALONG SAID EASTERLY LINE, SOUTH 15 DEGREES 11 MINUTES 37 SECONDS EAST, 18.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF TOUHY AVENUE, BEING 30 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE; THENCE ALONG SAID NORTHERLY LINE, NORTH 82 DEGREES 10 MINUTES 45 SECONDS WEST, 389.30 FEET TO A POINT OF CURVATURE; THENCE 82.73 FEET WESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,041.51 FEET, A CHORD THAT BEARS NORTH 84 DEGREES 27 MINUTES 17 SECONDS WEST AND CHORD LENGTH OF 82.71 FEET TO SAID EASTERLY LINE OF LAND AS DEPICTED IN EXHIBIT "A"; THENCE ALONG SAID EASTERLY LINE, NORTH 15 DEGREES 25 MINUTES 37 SECONDS WEST, 13.71 FEET TO THE POINT OF BEGINNING.***

PERMANENT REAL ESTATE INDEX NUMBERS: 10-30-317-030-0000 AND 10-30-317-044-0000

COMMONLY KNOWN AS: 6840 TOUHY AVENUE, NILES, ILLINOIS ~~60714~~ 60714

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

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EXHIBIT B TO OMNIBUS AMENDMENT TO LOAN DOCUMENTS

LIST OF LOAN DOCUMENTS

Defined terms shall have the definitions given in the Omnibus Amendment to which this Exhibit B is attached.

1. Borrower Regulatory Agreement;
2. Operator Regulatory Agreement;
3. Operator Security Agreement dated as of September 1, 2021 made by and between the Operator and Lender;
4. Memorandum of Lease between the Borrower and the Operator dated as of September 1, 2020 and recorded October 8, 2020 in the Land Records as Document No. 2028247027;
5. Operator Assignment of Leases and Rents made by and between the Operator and Lender, dated as of September 1, 2020, and recorded October 8, 2020 in the Land Records as Document No. 2028247029; and
6. Subordination, Non-Disturbance and Attornment Agreement (of Operating Lease) made by and between the Borrower, Operator and Lender, dated as of September 1, 2020, and recorded October 8, 2020 in the Land Records as Document No. 2028247028.