



2322715014

Doc# 2322715014 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/15/2023 10:57 AM PG: 1 OF 7

WHEN RECORDED, RETURN TO:

Randy Eckers, Esq.
Reed Smith LLP
599 Lexington Avenue
New York, New York 10022

PREPARED BY:

Randy Eckers, Esq.
Reed Smith LLP
599 Lexington Avenue
New York, New York 10022

(Space above this line for Recorder's use)

Street Address: 12220 South Will Cook Road, Palos Park, Illinois 60464

ASSIGNMENT OF LEASES AND RENTS MODIFICATION AGREEMENT

This ASSIGNMENT OF LEASES AND RENTS MODIFICATION AGREEMENT (this "Amendment"), dated as of August 1, 2023, (the "Effective Date"), is entered into by and between **SYM PALOS PARK REALTY LLC**, a Delaware limited liability company, having an address at 7257 N. Lincoln Avenue, Lincolnwood, Illinois 60712 ("Borrower") and **X-CALIBER FUNDING LLC**, a New York limited liability company, having an address at 3 W Main St, Irvington, New York 10533 (together with its successors and assigns, "Lender").

RECITALS:

A. Pursuant to that certain Loan Agreement (the "Loan Agreement"), dated as of November 1, 2021 (the "Closing Date"), by and between Borrower, SYM Palos Park SNF Healthcare LLC ("Original Operator 1"), and SYM Palos Park IL Healthcare LLC ("Original Operator 2"), together with Original Operator 1, individually or collectively, as the context may require, collectively the "Original Operator"), Lender made a loan available to Borrower (the "Loan") in the original maximum principal amount of up to \$8,099,000.00 (the "Loan Amount"). The Loan is evidenced by that certain Promissory Note, dated as of the Closing Date, in the principal amount of the Loan Amount, made by Borrower and Original Operator in favor of Lender (the "Existing Note").

B. The Existing Loan is secured by that certain Fee and Leasehold Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the Closing Date and recorded on November 9, 2021 as Document No. 2131357011, by and between Borrower and Original Operator for the benefit of Lender, which encumbers the real property described on in Exhibit A attached hereto (the "Existing ALR").

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C. Borrower has requested that Lender release the Original Operator and, in this connection, Borrower and Lender are entering into that certain Loan Modification Agreement, dated as of the date hereof, which, inter alia, releases the Original Operator.

D. The parties now desire to amend the Existing ALR to reflect the foregoing and the other terms and conditions set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual premises contained herein, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. Definition. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in that certain Loan Agreement.

II. Amendments to Existing ALR. From and after the Effective Date, the Existing ALR shall be revised as follows:

A. Loan Agreement References. All references to the "Loan Agreement" in the Existing ALR shall mean and refer to the Loan Agreement as amended by the Amendment, and as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time.

B. Note References. All references to the "Note" contained in the Existing ALR shall mean and refer to the Existing Note, as amended and restated by the Amendment, and as the same may be further amended, supplemented, restated, increased, extended, consolidated or otherwise modified from time to time.

C. Loan Document References. All references to any "Loan Document" in the Existing ALR shall mean and refer to such Loan Document, in each case, as amended and ratified by the Amendment, as applicable, and as each of the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time. All references to the "Loan Documents" in the Existing ALR shall mean and refer to, collectively, the Loan Documents, the Amendment, and all other documents executed and/or delivered in connection with the Loan, in each case, as amended or otherwise modified by the Amendment, as applicable, and as each of the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

D. Exhibits. Exhibit A to the Existing ALR shall be replaced with Schedule 1 attached hereto.

E. Loan Document References. All references to any "Operator" and "Individual Operator" in the Existing ALR are hereby modified and hereafter shall refer to "Borrower". All references to any "Property Owner" in the Existing ALR are hereby modified and hereafter shall refer to Borrower.

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III. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE LAND IS LOCATED.

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COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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IN WITNESS WHEREOF, Borrower and Lender have duly executed this Amendment as of the date and year first above written.

LENDER:

X-CALIBER FUNDING LLC,
a New York limited liability company

By: Laura J. Miller
Name: Laura J. Miller
Title: Executive Vice President

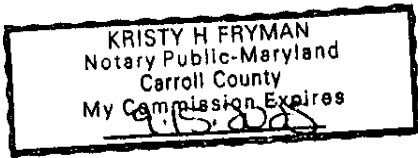
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ACKNOWLEDGMENT

STATE OF Maryland)
) SS.
COUNTY OF Carroll)

The foregoing instrument was acknowledged before me this 1st day of August, 2023 by Laura J. Miller, as Executive Vice President of X-Caliber Funding LLC, a New York limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.




[Signature]
Notary Public
Serial Number: _____

My commission expires:
9.15.2025

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BORROWER:

SYM PALOS PARK REALTY LLC,
 a Delaware limited liability company

By: 
 Name: Mordechai Kaplan
 Title: Authorized Signatory

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ACKNOWLEDGMENT

STATE OF Illinois)
) SS.
 COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 31 day of July, 2023 by Mordechai Kaplan, as Authorized Signatory of SYM Palos Park Realty LLC, a Delaware limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.




 Notary Public
 Serial Number: _____

My commission expires:

11/22/2026

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOT 3 IN HOLY FAMILY VILLA SUBDIVISION LYING EAST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF LOT 3; THENCE NORTH 88 DEGREES 14 MINUTES 00 SECONDS EAST 561.52 FEET ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED; THENCE NORTH 00 DEGREES 23 MINUTES 06 SECONDS EAST TO A POINT ON THE SOUTH LINE OF LOT 4 IN HOLY FAMILY VILLA SUBDIVISION AFORESAID, SAID POINT BEING 134.50 EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; (EXCEPT THE FOLLOW DESCRIBED TRACT: BEGINNING AT A NORTHEAST CORNER OF LOT 3 ALSO THE SOUTHEAST CORNER OF LOT 6 IN HOLY FAMILY VILLA SUBDIVISION AFORESAID; THENCE SOUTH 01 DEGREES, 44 MINUTES, 10 SECONDS EAST ALONG THE EAST LINE OF LOT 3 AFORESAID ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 25-37-11 A DISTANCE OF 105.00 FEET; THENCE SOUTH 88 DEGREES, 14 MINUTES, 00 SECONDS WEST 151.00 FEET; THENCE NORTH 01 DEGREES, 44 MINUTES, 10 SECONDS WEST 105.00 FEET TO A POINT ON A NORTH LINE OF SAID LOT 3 ALSO BEING THE SOUTH LINE OF LOT 6 AFORESAID; THENCE NORTH 88 DEGREES, 14 MINUTES, 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE 151.00 FEET TO THE POINT OF BEGINNING, AND EXCEPT THAT LAND DEDICATED FOR WILL-COOK ROAD BY THE PLAT OF DEDICATION RECORDED MARCH 20, 2008 AS DOCUMENT NO. 0808022020), ALL IN PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS.

PROPOSED PARCEL 2:

A LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH I.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY SYM PALOS PARK REALTY LLC, AS LESSOR, AND SYM PALOS PARK SNF HEALTHCARE LLC AND SYM PALOS PARK JL HEALTHCARE LLC, AS LESSEES, DATED, AS SET FORTH IN THE MEMORANDUM OF LEASE WHICH WAS RECORDED AS DOCUMENT NO. 2131357010, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING NOVEMBER 1, 2021 AND ENDING OCTOBER 31, 2026:

THAT PART OF LOT 3 IN HOLY FAMILY VILLA SUBDIVISION LYING EAST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF LOT 3; THENCE NORTH 88 DEGREES 14 MINUTES 00 SECONDS EAST 561.52 FEET ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED; THENCE NORTH 00 DEGREES 23 MINUTES 06 SECONDS EAST TO A POINT ON THE SOUTH LINE OF LOT 4 IN HOLY FAMILY VILLA SUBDIVISION AFORESAID, SAID POINT BEING 134.50 EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; (EXCEPT THE FOLLOW DESCRIBED TRACT: BEGINNING AT A NORTHEAST CORNER OF LOT 3 ALSO THE SOUTHEAST CORNER OF LOT 6 IN HOLY FAMILY VILLA SUBDIVISION AFORESAID; THENCE SOUTH 01 DEGREES, 44 MINUTES, 10 SECONDS EAST ALONG THE EAST LINE OF LOT 3 AFORESAID ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 25-37-11 A DISTANCE OF 105.00 FEET; THENCE SOUTH 88 DEGREES, 14 MINUTES, 00 SECONDS WEST 151.00 FEET; THENCE NORTH 01 DEGREES, 44 MINUTES, 10 SECONDS WEST 105.00 FEET TO A POINT ON A NORTH LINE OF SAID LOT 3 ALSO BEING THE SOUTH LINE OF LOT 6 AFORESAID; THENCE NORTH 88 DEGREES, 14 MINUTES, 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE 151.00 FEET TO THE POINT OF BEGINNING, AND EXCEPT THAT LAND DEDICATED FOR WILL-COOK ROAD BY THE PLAT OF DEDICATION RECORDED MARCH 20, 2008 AS DOCUMENT NO. 0808022020), ALL IN PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS.

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SCHEDULE 1

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOT 3 IN HOLY FAMILY VILLA SUBDIVISION LYING EAST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF LOT 3; THENCE NORTH 88 DEGREES 14 MINUTES 00 SECONDS EAST 561.52 FEET ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED; THENCE NORTH 00 DEGREES 23 MINUTES 06 SECONDS EAST TO A POINT ON THE SOUTH LINE OF LOT 4 IN HOLY FAMILY VILLA SUBDIVISION AFORESAID, SAID POINT BEING 134.50 EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; (EXCEPT THE FOLLOW DESCRIBED TRACT: BEGINNING AT A NORTHEAST CORNER OF LOT 3 ALSO THE SOUTHEAST CORNER OF LOT 6 IN HOLY FAMILY VILLA SUBDIVISION AFORESAID; THENCE SOUTH 01 DEGREES, 44 MINUTES, 10 SECONDS EAST ALONG THE EAST LINE OF LOT 3 AFORESAID ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 25-37-11 A DISTANCE OF 105.00 FEET; THENCE SOUTH 83 DEGREES, 14 MINUTES, 00 SECONDS WEST 151.00 FEET; THENCE NORTH 01 DEGREES, 44 MINUTES, 10 SECONDS WEST 105.00 FEET TO A POINT ON A NORTH LINE OF SAID LOT 3 ALSO BEING THE SOUTH LINE OF LOT 6 AFORESAID; THENCE NORTH 88 DEGREES, 14 MINUTES, 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE 151.00 FEET TO THE POINT OF BEGINNING, AND EXCEPT THAT LAND DEDICATED FOR WILL-COOK ROAD BY THE PLAT OF DEDICATION RECORDED MARCH 20, 2008 AS DOCUMENT NO. 0808022020), ALL IN PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS.

Property Address: 12220 South Will Cook Road, Palos Park, Illinois 60464
PIN# 22-25-202-007-0000

Cook County Clerk's Office