

UNOFFICIAL COPY

This Document Prepared By
And When Recorded Return To:

Richard C. Jones, Jr.
JONES & JACOBS
77 West Washington Street
Suite 1615
Chicago, Illinois 60602
(312) 419-0700

00684867

5804/0017 34 001 Page 1 of 8
2000-09-05 11:29:26
Cook County Recorder 35.50



00684867

For Recorder's Use Only

RECEIVED
JUL 31 2000

SECOND MODIFICATION AND EXTENSION AGREEMENT

THIS SECOND MODIFICATION AND EXTENSION AGREEMENT made as of the 15th day of June, 2000, by and between ALIVIO MEDICAL CENTER, INC., an Illinois not-for-profit corporation ("**Borrower**") and COLE TAYLOR BANK, an Illinois banking association ("**Lender**").

WITNESSETH

WHEREAS, on or about March 15, 1999, Lender made a loan to Borrower in the amount of \$3,800,000.00 ("**Loan**") for the construction of a medical center at 2023 - 2025 S. Morgan Street, Chicago, Illinois, legally described in Exhibit "A" attached hereto ("**Project**"); and

WHEREAS, Borrower is the owner and holder of legal title to the Project, and

WHEREAS, the Loan is evidenced and secured by the following instruments ("**Loan**

Instruments"):

- (a) Construction Loan Agreement dated March 15, 1999, between Lender and Borrower ("**Loan Agreement**");
- (b) Construction Note dated March 15, 1999, made by the Borrower payable to Lender in the principal amount of \$3,800,000.00 ("**Note**");

COLE TAYLOR BANK
DIRECTOR
[Handwritten signature]

- (c) Construction Mortgage from Borrower to Lender covering the Project, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 20, 1999, as Document No. 99377405 (“**Mortgage**”);
- (d) Assignment of Rents and Leases from Borrower to Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 20, 1999, as Document No. 99377406 (“**Assignment of Rents**”);
- (e) Security Agreement dated March 15, 1999, from Borrower to Lender, granting Lender a security interest in any medical supplies and equipment, x-ray equipment beds, tables, chairs, and other personal property or fixtures located at the Project;
- (f) UCC-1 Financing Statement.

WHEREAS, Lender and Borrower have agreed to modify the provisions of the Loan Instruments as hereinafter provided, so as to increase the Interest Rate and to extend the Maturity Date of the Loan.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Modification and Extension of Loan Instruments.** Subject to the terms and provisions herein contained, the terms and provisions of the Loan Agreement, the Note, and the corresponding provisions of the other Loan Instruments, are hereby modified and amended, effective as of the date hereof, as follows:

(a) The Maturity Date of the Loan is hereby extended to October 15, 2000.

(b) The following definitions set forth in Section 1.1 of the Loan Agreement are hereby modified as follows:

Completion Date: October 15, 2000.

Interest Rate: Eight and One-Half of One Percent (8.5%) per annum.

Maturity Date: October 15, 2000.”

(c) The first paragraph of the Note is hereby modified as follows:

“The undersigned, ALIVIO MEDICAL CENTER, INC., an Illinois not-for-profit corporation (“**Maker**”) for value received, promises to pay to the order of COLE TAYLOR BANK, an Illinois banking association (“**Payee**”), at 350 E. Dundee Road, Wheeling, Illinois 60090, or at such other place as may be designated by Payee, the principal sum of THREE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,800,000.00), or so much thereof as shall be advanced by the Payee, with interest on the principal balance from time to time outstanding in an amount equal to Eight and One-Half of One Percent (8.5%) per annum (“**Interest Rate**”), payable in monthly installments of interest only, as billed by the Payee to the Maker, commencing July 1, 2000, and on the first day of each month thereafter, with a final payment of the entire remaining balance of principal and interest being due and payable on or before October 15, 2000. All such monthly interest payments shall be due not later than ten (10) calendar days after the date upon which such installments are billed by Payee.”

2. **Reaffirmation of Loan Instruments.** Except as expressly herein provided, Borrower and Lender hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in the Loan Instruments, as heretofore modified and amended, and Borrower agrees that said terms, provisions, representations and warranties shall remain in full force and effect.

3. **Attorneys’ Fees and Costs.** Borrower shall pay any and all attorney’s fees and costs incurred by Lender in connection with the preparation, negotiation and perfection of this Second Modification and Extension Agreement, including recording and title charges.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and acknowledged as of the day and year first above written.

ALIVIO MEDICAL CENTER, INC., an Illinois not-for-profit corporation

By: *Peter Martinez*
Name: Peter Martinez
Its: Board President

By: *Antonio Navarrete*
Name: Antonio Navarrete
Its: Board Secretary

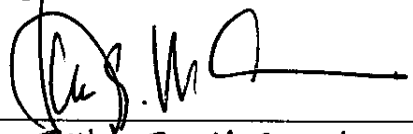
Property of Cook County Clerk's Office

UNOFFICIAL COPY

00684867

IN WITNESS WHEREOF, COLE TAYLOR BANK, an Illinois banking association, has caused this Agreement to be executed as of the day and year first above written.

COLE TAYLOR BANK, an Illinois banking association

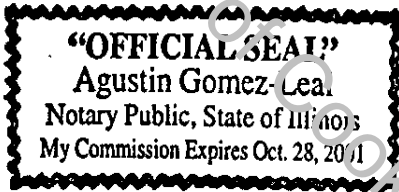
By: 
Name: JOHN E. MORLOCK
Its: SR. VICE PRESIDENT

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Agustin Gomez-Leal, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Peter Martinez and Antonio Navarrete, who are personally known to me to be the President and Secretary of ALIVIO MEDICAL CENTER, INC., an Illinois not-for-profit corporation, an Illinois corporation, and the same persons whose names are subscribed to the foregoing instrument as the President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9 day of August, 2000.



[Signature]
NOTARY PUBLIC

My Commission Expires:

Oct. 28, 2001

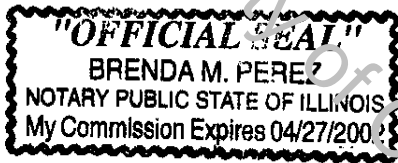
Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Brenda M. Perez, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that John E. Morlock, personally known to me to be the Senior Vice President of COLE TAYLOR BANK, an Illinois banking association, personally appeared before me this day and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9 day of August, 2000.

Brenda M. Perez
NOTARY PUBLIC



My Commission Expires:

4-27-02

EXHIBIT A

LEGAL DESCRIPTION

BLOCK 18 (EXCEPT THE NORTH 120.8 FEET) IN WALSH AND MCMULLEN'S SUBDIVISION OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2023- S. Morgan Street
Chicago, Illinois

Permanent Index Nos.: 17-20-433-006
17-20-433-005

Property of Cook County Clerk's Office