

# UNOFFICIAL COPY

**This Document Prepared By**  
**And When Recorded Return To:**

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Chicago, Illinois 60602  
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Cook County Recorder 35.50



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*For Recorder's Use Only*

## THIRD MODIFICATION AND EXTENSION AGREEMENT

THIS THIRD MODIFICATION AND EXTENSION AGREEMENT made as of the 15th day of October, 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**");

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- (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, the terms and provisions of the Loan were modified and amended pursuant to the Modification and Extension Agreement dated March 15, 2000 and recorded in the Office of the Cook County Recorder of Deeds, Cook County, Illinois, on April 13, 2000 as Document No. 00258204;

WHEREAS, the terms and provisions of the Loan were modified and amended pursuant to the Second Modification and Extension Agreement dated June 15, 2000 and recorded in the Office of the Cook County Recorder of Deeds, Cook County, Illinois, on September 5, 2000 as Document No. 00684867;

WHEREAS, Lender and Borrower have agreed to modify the provisions of the Loan Instruments as hereinafter provided, so as to extend the Maturity Date of the Loan to March 15, 2001.

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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 March 15, 2001.
- (b) The following definitions set forth in Section 1.1 of the Loan Agreement

are hereby modified as follows:

**Completion Date.** March 15, 2001.

**Maturity Date:** March 15, 2001.”

- (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 November 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 March 15, 2001. 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.”

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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 Third 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: President

By: ANTONIO NAVARRETE  
Name: Antonio Navarrete  
Its: Secretary

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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: *Dianne Goren Radtke*  
Name: Dianne Goren Radtke  
Its: Vice President

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, MARTHA L. Sanchez, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John C. Martinez and Centor Aguilar, 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 21 day of DECEMBER, 2000.



Martha L. Sanchez  
NOTARY PUBLIC

My Commission Expires:

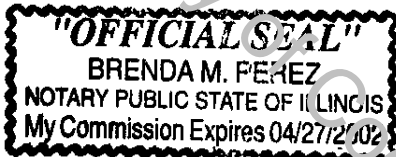
June 12, 2004

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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 Dianne Goren Radtke, personally known to me to be the 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 22<sup>nd</sup> day of December, 2000.



Brenda M. Perez  
NOTARY PUBLIC

My Commission Expires:

4-27-02

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## 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

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