

*Cook Co. IL*  
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6753/0125 35 001 Page 1 of 9

2001-08-06 12:26:27

Cook County Recorder 37.50

1683187-1 L

***THIS INSTRUMENT WAS PREPARED  
BY AND SHOULD BE RETURNED TO:***

Drew J. Scott  
Harris Kessler & Goldstein LLC  
640 North LaSalle Street, Suite 590  
Chicago, Illinois 60610



**FIRST AMENDMENT TO  
MORTGAGE AND SECURITY AGREEMENT  
AND ASSIGNMENT OF RENTS AND LEASES**

This FIRST AMENDMENT to MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES made as of June 29, 2001 (this "First Amendment to Mortgage") between JACKSON PARK HOSPITAL FOUNDATION, an Illinois not-for-profit corporation ("Mortgagor"), having its principal place of business at 7531 South Stony Island Avenue, Chicago, Illinois 60649; and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, having its principal offices located at 120 South LaSalle Street, Chicago, Illinois 60603 ("Mortgagee").

**WITNESSETH:**

WHEREAS, Mortgagor is justly indebted to Mortgagee as evidenced by the Secured Bridge Note, dated as of September 1, 2000, as restated by the Secured Bridge Note, dated as of March 31, 2001, as amended and restated by that certain Amended and Restated Secured Bridge Note, of even date herewith (as so amended, and as may hereafter be further amended, restated, modified or revised, the "Bridge Note");

WHEREAS, Mortgagor and the Mortgagee entered into that certain Bridge Loan and Security Agreement, dated as of September 1, 2000, as amended by that certain First Amendment to Bridge Loan and Security Agreement dated as of March 31, 2001, and as amended by that certain Second Amendment to Bridge Loan and Security Agreement of even date herewith (the "Second Amendment to Loan Agreement" and such agreement, as so amended and as may hereafter be further amended, restated, modified or revised, may be referred to herein as the "Loan Agreement") and the Other Agreements (as defined in the Loan Agreement);

WHEREAS, capitalized terms used in this First Amendment shall have the meanings given them in the Loan Agreement unless provided otherwise herein.

WHEREAS, Mortgagor and Mortgagee intend that the lien rights enjoyed by Mortgagee that secure the Bridge Note shall relate back in all respects and have at least the same lien priority as that of the Loan Agreement.

WHEREAS, Mortgagor executed and delivered for the benefit of Mortgagee and to secure, among other things, the Bridge Note (i) that certain Mortgage and Security Agreement dated as of September 1, 2000 and recorded on September 6, 2000 with the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), as Document No. 00688618, executed by Borrower in favor of the Bank and encumbering the property located at 76th and Stoney Island, Chicago, Illinois and 76th and Cornell, Chicago, Illinois (together, the "Property") (said Mortgage and Security Agreement, as the same is amended hereby and from time to time may be amended, restated, modified or revised is hereinafter referred to as the "Mortgage"); and (ii) that certain Assignment of Rents and Leases dated as of September 1, 2000 and recorded on September 6, 2000 with the Recorder's Office, as Document No. 00688619, executed by Borrower in favor of the Bank and encumbering the Property (said Assignment of Rents and Leases, as the same is amended hereby and from time to time may be amended, is hereinafter referred to as the "Assignment of Rents"); and

WHEREAS, the Mortgage, the Assignment of Rents and this First Amendment cover certain real property and improvements thereon located in Chicago, Illinois and more particularly described on Exhibit A attached thereto and incorporated herein by reference and other property as described therein.

WHEREAS, Mortgagor and Mortgagee desire to enter into this First Amendment in order to implement the modifications to the Mortgage and the Assignment of Rents necessary to reflect the terms of the Loan Agreement and the transactions contemplated thereby.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. The recitals of this First Amendment are hereby incorporated by reference as if fully restated herein.

2. All references contained in the Mortgage and the Assignment of Rents to "Three Million Five Hundred Thousand and No/100 Dollars" and "\$3,500,000" are hereby deleted and "Three Million Eight Hundred Thousand and No/100 Dollars" and "\$3,800,000", respectively, are inserted in lieu thereof.

3. All references in the Mortgage to "this Mortgage" and any other references of similar import shall henceforth mean the Mortgage as amended by this First Amendment. All references in the Assignment of Rents to "this Assignment" and any other references of similar import shall henceforth mean the Assignment of Rents as amended by this First Amendment.

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4. Except to the extent specifically amended by this First Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Mortgage and Assignment of Rents shall be and remain in full force and effect and the same are hereby ratified and confirmed.

5. This First Amendment shall be binding upon and inure to the benefit of Mortgagor and Mortgagee and their respective successors and assigns, except that Mortgagor may not assign, transfer or delegate any of its rights or obligations under the Mortgage or the Assignment of Rents as amended by this First Amendment.

6. Mortgagor hereby represents and warrants to Mortgagee that:

(a) The execution, delivery and performance by Mortgagor of this First Amendment are within the corporate powers of Mortgagor, have been duly authorized by all necessary corporate action and require no action by or in respect of, or filing with, any governmental or regulatory body, instrumentality, authority, agency or official or any other person or entity;

(b) the execution, delivery and performance by Mortgagor of this First Amendment do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, the terms of the Articles of Incorporation and By-Laws of Mortgagor, any applicable law, rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory body, instrumentality, authority, agency or official or any agreement, document or instrument to which Mortgagor is a party or by which it or any of its property or assets is bound or to which it or any of its property or assets is subject;

(c) this First Amendment has been duly executed and delivered by Mortgagor and constitutes the legal, valid and binding obligation of Mortgagor enforceable against Mortgagor in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(d) all of the representations and warranties made by Mortgagor in the Mortgage and the Assignment of Rents are true and correct in all material respects on and as of the date of this First Amendment as if made on and as of the date of this First Amendment; and

(e) as of the date of this First Amendment and giving effect to the Second Amendment to Loan Agreement, no Event of Default under or within the meaning of the Mortgage or Assignment of Rents has occurred and is continuing.

7. In the event of any inconsistency or conflict between this First Amendment and the Mortgage or the Assignment of Rents, the terms, provisions and conditions contained in this First Amendment shall govern and control.

8. This First Amendment shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflict of laws.

9. This First Amendment shall be executed in any number of counterparts (including telecopy counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

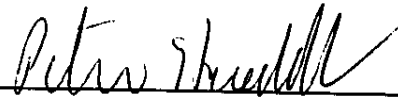
Property of Cook County Clerk's Office

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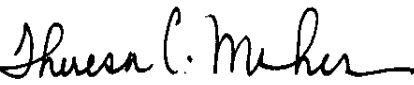
IN WITNESS WHEREOF, Mortgagor has caused this First Amendment to be signed the day and year first above written.

**JACKSON PARK HOSPITAL FOUNDATION,**  
an Illinois not-for-profit corporation

By: 

Peter Friedell, M.D., President

**AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO,** a national banking  
association

By:   
Its: Associate

Property of COOK County Clerk's Office

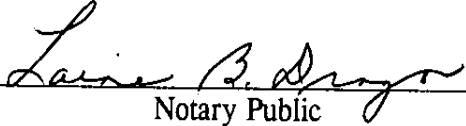
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STATE OF ILLINOIS            )  
                                          ) SS:  
COUNTY OF COOK            )

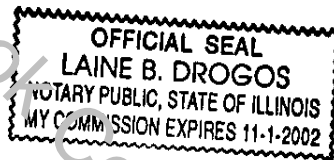
The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter Friedell, M.D., President of Jackson Park Hospital Foundation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this 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 corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this June 29, 2001.

  
Notary Public

My commission expires:

\_\_\_\_\_



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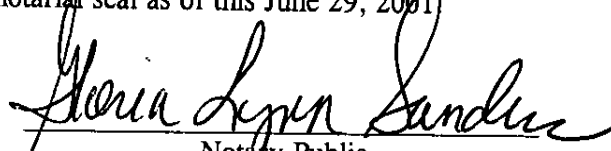
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STATE OF ILLINOIS            )  
                                          ) SS:  
COUNTY OF COOK            )

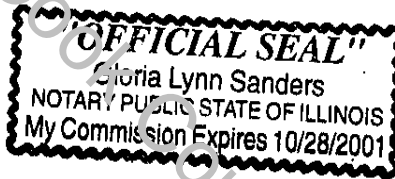
The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Theresa Maher, as Associate of American National Bank and Trust Company of Chicago, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ appeared before me this day in person and acknowledged that he signed and delivered the said instrument as their 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 as of this June 29, 2001

  
Notary Public

My commission expires:

10-28-01



County Clerk's Office

**PARCEL 1:**

LOTS 10 THROUGH 50 (EXCEPT LOT 14 AND THE EAST 4.65 FEET OF LOT 15) IN WELLS AND STUARTS SUBDIVISION OF BLOCKS 7 AND 8 IN JAMES STINSON'S SUBDIVISION OF EAST GRAND CROSSING OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID WELLS AND STUARTS SUBDIVISION RECORDED AUGUST 15, 1910 AS DOCUMENT NUMBER 4605212, TOGETHER WITH THE VACATED ALLEYS IN ORIGINAL BLOCK 8, (EXCEPTING THEREFROM THE NORTH 1/2, (EXCEPT THE SOUTH 1 FOOT) OF THE EAST AND WEST 16 FOOT ALLEY LYING SOUTH OF AND ADJOINING LOT 14 AND THE EASTERLY 4.65 FEET OF LOT 15) VACATED BY ORDINANCE DECEMBER 6, 1966 AND BY DOCUMENT NUMBER 22936107, RECORDED DECEMBER 13, 1974, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

LOTS 1 AND 2 IN WELLS AND STUARTS SUBDIVISION OF BLOCKS 7 AND 8 IN JAMES STINSON'S SUBDIVISION OF EAST GRAND CROSSING OF SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID WELLS AND STUARTS SUBDIVISION, RECORDED AUGUST 15, 1910 AS DOCUMENT NUMBER 4605212, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOTS 81 AND 82 IN WELLS AND STUARTS SUBDIVISION OF BLOCKS 7 AND 8 IN JAMES STINSON'S SUBDIVISION OF EAST GRAND CROSSING OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID WELLS AND STUARTS SUBDIVISION RECORDED AUGUST 15, 1910 AS DOCUMENT NUMBER 46052512 IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

LOTS 51 THROUGH 66 IN WELLS AND STUART'S SUBDIVISION OF BLOCKS 7 AND 8 IN JAMES STINSON'S SUBDIVISION OF EAST GRAND CROSSING OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID WELLS AND STUARTS SUBDIVISION, RECORDED AUGUST 15, 1910 AS DOCUMENT NUMBER 4605212, IN COOK COUNTY, ILLINOIS.

**PARCEL 5:**

THE NORTH 17 FEET OF LOT 29 AND ALL OF LOT 30 IN BLOCK 10 IN THE RESUBDIVISION OF LOTS 9 AND 10 IN JAMES STINSON'S SUBDIVISION OF EAST



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GRAND CROSSING OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED DECEMBER 4, 1915 AS DOCUMENT NUMBER 5764267, IN COOK COUNTY, ILLINOIS

PARCEL 6:

LOTS 16 THROUGH 30 IN BLOCK 9 IN THE RESUBDIVISION OF LOTS 9 AND 10 IN JAMES STINSON'S SUBDIVISION OF EAST GRAND CROSSING OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RE-SUBDIVISION RECORDED DECEMBER 4, 1915 AS DOCUMENT NUMBER 5764267, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index Numbers:

20-25-300-001  
20-25-300-003 through 20-25-300-007  
20-25-300-014 through 20-25-300-020  
20-25-300-025  
20-25-300-026  
20-25-301-005 through 20-25-301-016  
20-25-308-001 through 20-25-308-007

Address of Premises:

76th and Stony Island  
Chicago, Illinois

76th and Cornell  
Chicago, Illinois

Property of Cook County Clerk's Office