

This Document Prepared by  
and After Recording Return to:  
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120 South Riverside Plaza  
Suite 1200  
Chicago, Illinois 60606  
Attn: Allan Goldberg, Esq.  
11997-0036



Bank of America, N.A.  
231 South LaSalle Street  
Chicago, Illinois 60697

First Amendment to Promissory Note  
And Term Loan Agreement

This First Amendment to Promissory Note and Term Loan Agreement ("**Amendment**") is made by the parties on December 27, 2001 but effective as of September 30, 2001 (the "**Effective Date**"), by and between Travelers & Immigrants Aid/Chicago Connections, an Illinois not-for-profit corporation ("**Borrower**"), Travelers & Immigrants Aid's Heartland Alliance For Human Needs and Human Rights (referred to hereinafter as "**Guarantor**"), and BANK OF AMERICA, N.A., AS SUCCESSOR TO BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION AND TO BANK OF AMERICAN ILLINIOS COMMUNITY DEVELOPMENT CORPORATION ("**Bank**"), with reference to the following facts:

**RECITALS:**

A. On or about August 29, 1996, Bank made a Nine Hundred Seventy Two and No/100 Dollar (\$972,000.00) loan to Borrower (the "**Loan**").

B. The Loan is evidenced by that certain Promissory Note in the principal amount of Nine Hundred Seventy Two and No/100 Dollar (\$972,000.00) payable to the order of Bank and dated on August 29, 1996 (the "**Note**"), and secured by that certain Mortgage with Assignment of Rents, Security Agreement and Fixture Filing (Illinois) dated August 29, 1996, and recorded August 30, 2001 in the Cook County Recorder's Office in Chicago, Illinois as Document No. 96668121 (the "**Mortgage**"). The Mortgage encumbers the real property and improvements commonly known as 1620 W. Chase Ave., Chicago, Illinois, 60626 which is legally described on **Exhibit A** and the personal property relating thereto (collectively, the "**Property**").

C. As further security for the performance of its obligations with respect to the Loan, the Borrower executed and delivered to the Bank (i) that certain Secured Loan Agreement dated August 29, 1996 (the "**Loan Agreement**"), (ii) a Security Agreement in Personalty dated August 29, 1996, (iii) an Environmental and Personal Indemnity Agreement dated August 29, 1996, and certain (iv) Uniform Commercial Code Financing Statements. To further secure the performance of the Borrower's obligations with respect to the Loan, the Guarantors executed that certain Personal Guaranty dated August 29, 1996, ("**Guaranty**"). (The Note, the Mortgage, the Guaranty, as well as the above-referenced documents, and any other documents and instruments relating to the Loan, may hereinafter be referred to collectively as the "**Loan Documents**.")

D. Borrower has requested that the Lender modify the Loan Documents upon the terms and conditions hereinafter set forth. Bank has agreed to make such modifications to the Loan Documents in consideration of the agreements made herein by the Borrower.

all

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E. Thus, Borrower and Bank have agreed to modify certain terms and provisions under the Loan Documents. In particular, Borrower and Bank have agreed that the Note shall be concurrently amended and restated to change the interest rate, the amount of monthly payment, and the maturity date thereunder.

F. Guarantor is financially interested in, and related to Borrower and joins in the execution of this Amendment to ratify its consent to, and reaffirmation of, that certain Payment Guaranty made August 29, 1996 by Guarantor in favor of Bank to further induce Bank to extend the provisions of this Amendment to Borrower. The Payment Guaranty is one of the Loan Documents.

**NOW, THEREFORE**, for valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The Recitals set forth above are material and are incorporated into this Amendment by this reference as if they were fully set forth herein.

2. **Scope of Amendment.** Unless otherwise provided for elsewhere herein, this Amendment solely pertains to and modifies the Note and the Loan Documents to the extent herein described and does not affect or alter any of the other the terms and conditions of the Loan Documents or any other loan or other relationship to which Borrower and Guarantor and Bank may be parties.

3. **Preservation of Rights.** Nothing in this Agreement or the negotiations and discussions relating hereto is intended to release or discharge Borrower or Guarantor from any of the obligations or personal liability, if any, under the Loan Documents, or any other documents executed in connection with the loan.

4. **Reaffirmation of Loans.** Each of the undersigned, to the extent applicable (i) reaffirms all of its obligations under the Loan Documents, specifically including the Payment Guaranty executed by Guarantor (ii) acknowledges that no claims, offsets, or defenses exist with respect to the payment of sums due under the Loan Documents, (iii) acknowledges and consents to the modifications required pursuant to this Amendment, and (iv) acknowledges that, except as otherwise provided herein, each of the Loan Documents are hereby ratified, confirmed, and remain in full force and effect, specifically including the Payment Guaranty executed by Guarantor.

5. **Amendments to Promissory Note, Loan Agreement, and Loan Documents.**

5.1 **Definitions.** Terms used in this Amendment and not otherwise defined herein shall have the meanings given to them in the Note, the Loan Agreement, and the Loan Documents. In addition to the terms defined elsewhere in this Amendment, when used in the Note, the Loan Agreement, and in other Loan Documents, the following term shall have the following meaning:

Interest Rate:	7.4%
Amount of Monthly Payment of Principal and Interest commencing October 30, 2001:	\$12,312.00
Maturity Date:	See Section 5.2

5.2 The Note is also amended to provide that all principal, and all accrued and unpaid interest, shall be due and payable no later than September 30, 2007 (the "**Maturity Date**").

6. **Security Agreement.** Through the provisions of the Mortgage and other Loan Documents, Borrower has granted to the Lender a lien and security interest in certain property as described in the Mortgage and other Loan Documents, which security interest was evidenced by that

certain Financing Statement filed with the Secretary of the State of Illinois on \_\_\_\_\_ under Document No. \_\_\_\_\_ (collectively the "**Financing Statement**"). By inadvertence and not through any intentional act, the Financing Statement has lapsed. Borrower acknowledges, and hereby ratifies and confirms, the continuing force and effect of the security interest granted by Borrower in favor of Lender, and hereby affirmed and confirmed by Borrower in the property described in the Mortgage and other Loan Documents, and hereby grants a security interest and creates a lien on such property to the extent that such is personal property or fixtures under applicable law, subject to the terms and conditions of the Mortgage and other Loan Documents, and further authorizes the Lender to file the appropriate Uniform Commercial Code financing statements in order to perfect such security interest. Except as permitted pursuant to this Amendment, Borrower agrees to preserve its existence, not to change its state of organization, and not to change its name without providing Bank at least thirty (30) days prior written notice, and Borrower authorizes Bank to file, in the jurisdiction where this Amendment will be given effect, financing statements covering any property which is subject to the provisions of the Uniform Commercial Code and the proceeds thereof.

7. **Conditions to Bank's Forbearance.** The effect of this Amendment and the obligation of Bank to forbear from the exercise of its rights and remedies under the Loan Documents, unmodified pursuant to this Amendment, shall be subject to the satisfaction of the following conditions precedent at or prior to the execution of this Amendment by the last of the parties, any of which may be waived by the Bank in its sole discretion:

7.1 The Bank shall have received from Chicago Title Insurance Company, or such other title company as Bank approves, such endorsement or endorsements to the title insurance policy which insures the Mortgage (the "**Mortgage Policy**") as may be necessary to insure Bank that the Mortgage, and its lien, have the same validity, enforceability and priority that Chicago Title Insurance Company insured to exist upon the issuance of the Mortgage Policy or such other title evidence and assurance of the continued validity, enforceability and priority of the Mortgage as modified as Bank may in its sole discretion deem appropriate;

7.2 Bank shall have conducted and completed a search of Article 9 U.C.C. liens, and other matters relating to Borrower and Guarantor, and property encumbered by the Loan Documents, found no such liens encumbering such property, and extended the term, if necessary, of its Article 9 U.C.C. financing statements relating to the Loan;

7.3 Bank shall have received such other documents and instruments as the Bank may reasonably require;

7.4 All of the representations and warranties set forth in this Amendment and any other document or instrument given by, or on behalf of, or at the request of Borrower/Guarantor to Bank in connection with the transaction contemplated by this Amendment are true and complete in all respects;

7.5 No Event of Default shall have occurred, and there shall be no state of facts existing which with the giving of notice or the passage of time or both would become an Event of Default; and

7.6 Borrower shall have paid all of the costs and expenses of documenting and closing the transaction contemplated by this Amendment, including, but not be limited to, title insurance premiums if applicable, title examination charges, U.C.C. search fees, closing fees, and attorneys' fees, plus costs and disbursements made by Bank and its attorneys.

8. **Representations and Warranties.** When Borrower and Guarantor execute this Amendment, each of them represents and warrants to Bank that:

8.1. That Borrower owns the Property in fee simple absolute subject only to those matters set forth in the Mortgage Policy;

8.2 That to the best of Borrower's knowledge the Property and its current use are in compliance with all applicable laws, ordinances, rules, regulations and requirements of all governmental authorities, having or purporting to have jurisdiction over the Property, including without limitation, those laws, ordinances, rules, regulations and requirements pertaining to hazardous wastes, toxic materials, underground storage tanks, zoning, subdivision, building, housing, safety, fire and health, and that Borrower has not received any notices of violation thereof from any such governmental authority which have not been cured or corrected, the cure or correction thereof having been confirmed in writing by said governmental authority;

8.3 That Borrower does not have any present intention of filing any petition, initiating any proceeding under, or otherwise seeking the protection of the United States Bankruptcy Code or any state law concerning bankruptcy, reorganization, insolvency, moratorium, receivership or creditor's rights or debtor's obligations generally, or making an assignment for the benefit of creditors or entering into a composition or similar agreement;

8.4 That to the best of Borrower's knowledge there is no threatened or pending litigation regarding the Borrower or the Property;

8.5 That Borrower has received no notice of any default under or breach of any covenant, condition, restriction, right of way or easement which may affect Bank or the Property and that no such default or breach exists;

8.6 The execution of this Amendment is not contrary to any agreements of Borrower or Guarantor with any third party; and

9. **Affixation to Note.** A duplicate original of this Amendment shall be affixed to the Note.

10. **Conditions.** This Amendment shall be effective when Bank receives, in form and content acceptable to Bank, evidence that the execution, delivery and performance by Borrower and Guarantor of this Amendment and any instrument or agreement required under this Amendment have been duly authorized.

11. **Construction.** The language in all parts of this Agreement in all cases shall be construed simply according to its fair meaning and not strictly for or against any party. All words used herein in the singular number shall extend to and include the plural number. All words used herein in the plural number shall extend to and include the singular number. All words used in any gender, male, female or neuter shall extend to and include all genders as may be applicable in any particular context. Captions and headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of this Agreement. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, among other things, any rule of law or any other statute, legal decision or common law principle that would require interpretation of any ambiguities in this Agreement against the party that has drafted this Agreement are of no application, and are hereby expressly waived by all parties hereto.

12. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

13. **Counterparts.** This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

**BORROWER:**

**TRAVELERS AND IMMIGRANTS AID/CHICAGO CONNECTION  
AN ILLINOIS NOT-FOR-PROFIT CORPORATION**

By: Robert L. Lowe

Its: Asst Secy Bd of Dir

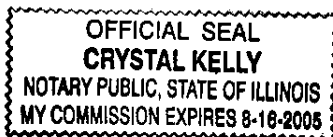
STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF COOK )

I, Crystal Kelly, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert Lowe, Assistant Secretary of TRAVELERS AND IMMIGRANTS AID/CHICAGO CONNECTION, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Robert L. Lowe, 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; and did then and there affix the corporate seal of said corporation, to 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 official seal this 27 day of December, 2001.

Crystal Kelly  
Notary Public

My Commission Expires:  
06-16-2005







STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS CITY)

I, Norma Gesellschaf, a Notary Public in and for the County and State aforesaid, do hereby certify that John F. Strasser, Vice President of BANK OF AMERICA, N.A., SUCCESSOR TO BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, AND TO BANK OF AMERICA ILLINOIS COMMUNITY DEVELOPMENT CORPORATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, 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; and did then and there affix the corporate seal of said corporation, to 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 official seal this 27 day of December, 2001.

Norma Gesellschaf  
Notary Public

My Commission Expires:  
June 3, 2002

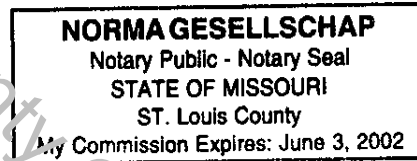


EXHIBIT A

LOTS 17 AND 18 IN BLOCK 4 IN F.H. DOLAN'S SUBDIVISION OF THE EAST 414.5 FEET OF THE SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE WEST 175.00 FEET OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD AND THE INDIAN BOUNDARY LINE ROAD, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 11-30-422-029

Common Address: 1620 W. Chase Ave.  
Chicago, Illinois 60626

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