



**FIRST MODIFICATION TO REVOLVING CREDIT NOTE,
MORTGAGE AND CREDIT AGREEMENT**

**THIS FIRST MODIFICATION TO REVOLVING NOTE, MORTGAGE and
CREDIT AGREEMENT** (the "First Modification") is executed as of this 15th day of July, 2002,
by and between **ASPIRE OF ILLINOIS**, formerly known as Proviso Association for
Retarded Citizens (the "Mortgagor") and **BANCO POPULAR NORTH AMERICA** (the
"Mortgagee").

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2002-08-05 09:20:44
Cook County Recorder 75.00

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee as of the date of this Modification as
evidenced by Mortgagor's Revolving Credit Note dated October 25, 2001, and maturing on
November 1, 2002, in the original principal amount of \$1,700,000.00 (the "Note"); and

WHEREAS, the Note is secured by that certain Real Estate Mortgage dated
October 25, 2001 (the "Mortgage") and recorded with the Recorder of Deeds of Cook County,
Illinois as Document No. 01-11157235 on December 7, 2001; and

WHEREAS, the Note is further secured by that certain Assignment of Leases and Rents
dated October 25, 2001 (the "Assignment") and recorded with the Recorder of Deeds of Cook
County, Illinois as Document No. 01-11157236 on December 7, 2001; and

WHEREAS, the Note is further secured by that certain Credit Agreement dated
October 25, 2001 (the "Credit Agreement"), executed by the Mortgagor and the Mortgagee; and

WHEREAS, Mortgagor has requested that Mortgagee agree to modify the Note to
increase the principal amount of the Note to \$1,850,000.00; and

1401-79-71195 Com. Sales M. Kallick

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WHEREAS, the Mortgagee is willing to modify the Note to increase the principal amount to \$1,850,000.00 under the terms and conditions as set forth herein; and

WHEREAS, Mortgagor recognizes and confirms that the lien of the aforesaid Mortgage held by Mortgagee is a valid and subsisting first lien on the real property located at 4100-4141 Litt, Hillside, Cook County, State of Illinois, as described in Exhibit "A" attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and upon the express condition that the lien of the aforesaid Mortgage held by Mortgagee is valid and subsisting first prior lien on the premises described in Exhibit "A", and on the further condition that the execution of this First Modification will not impair the lien of the Mortgage, and further upon the express condition that in the event of a breach of either the above expressed conditions, this First Modification will not take effect and will be null and void, it is hereby agreed to by the parties as follows:

1. The foregoing Recitals are hereby adopted by the parties hereto and made a part hereof, and are binding upon the parties.
2. Mortgagor hereby covenants, promises and agrees to perform each and all of the covenants and agreements contained in the Mortgage, the Note, the Credit Agreement and the Assignment to be performed by the Mortgagor at the time and in the manner and in all respects provided therein, and to be bound by all of the terms and provisions of said Mortgage, Note, Credit Agreement and Assignment.
3. The Note is hereby modified to provide that the principal amount of the Note shall be \$1,850,000.00. All other terms and conditions of the Note shall remain as stated in the

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Note, and Mortgagor hereby ratifies and confirms all terms and conditions of the Note as modified.

4. Paragraph 1.1 of the Credit Agreement shall read as follows:

"1.1 The credit ("Credit") shall consist of a revolving credit ("Revolving Credit") in the amount of \$1,850,000.00. The Revolving Credit shall not exceed One Million Eight Hundred Fifty Thousand and No/100 Dollars (\$1,850,000.00) in aggregate principal amount at any one time outstanding. The Revolving Credit shall be available to the Company, may be availed of by the Company in its discretion from time to time, and be repaid and used again, during the period from the date hereof to November 1, 2002, at which time the commitment of the Bank shall expire and all sums outstanding under the Revolving Credit shall be due and payable. The Revolving Credit shall be evidenced by the Revolving Credit Note of even date herewith (the "Revolving Credit Note" or the "Note"). Advances under the Revolving Credit shall bear interest (computed on the basis of a year of 360 days and the actual number of days elapsed) prior to the expiration of the Bank's commitment hereunder on the principal sum from time to time remaining unpaid thereon at a rate per annum equal to the prime rate of interest published in the Wall Street Journal from time to time with any change in said interest rate for such periods resulting from a change in said prime rate to be and become effective as of and on the day of the relevant change in said prime rate). Any principal sum remaining unpaid after the expiration of the Bank's commitment hereunder, whether by acceleration or otherwise, shall bear interest until paid at a rate per annum of 5.0% above the prematurity rate (determined as aforesaid) applicable to such principal amount upon such maturity. Interest on the Revolving Credit Note shall be payable on December 1, 2001, and on the first day of each month thereafter. The aggregate outstanding principal balance of the Revolving Credit shall not exceed \$1,850,000.00."

5. The Mortgage, the Credit Agreement and the Assignment are hereby modified to provide that the Mortgage, the Credit Agreement and the Assignment shall secure the payment of the Note in the principal amount of \$1,850,000.00 and any renewals, substitutions, modifications and extensions thereof, and the payment of any and all sums heretofore or hereafter loaned and advanced by Mortgagee to Mortgagor, all of which sums together with the amount owing on the Note, shall not exceed \$2,500,000.00, and the performance and observance by the Mortgagor of any indebtedness secured by the Mortgage, of all the covenants, agreements and conditions contained in the Note, the Mortgage, the Credit Agreement, the Assignment, and

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the repayment of any indebtedness secured by the Mortgage and in any other security agreement relating to the sums secured by the Mortgage.

6. The Note, the Mortgage, the Credit Agreement and the Assignment as modified herein are subject to all of the provisions contained in the Note, the Mortgage, the Credit Agreement, and the Assignment, and all other documents executed in connection therewith. Mortgagor hereby agrees, recognizes and confirms that the Mortgage, the Credit Agreement and the Assignment, as modified, secure the performance of all of those covenants, agreements and conditions contained in all those instruments pertaining to the repayment of the Note.

7. Mortgagor hereby agrees that if a default is made in the payment of any principal or interest due under the Note, or if there shall be any other breach or default of the terms, conditions or covenants of the Mortgage, the Assignment, the Credit Agreement, the Note or any other document executed in connection with the indebtedness secured by the Mortgage, then the entire principal balance of the Note, together with all accrued interest and any other sums provided for in the Note, shall be at the option of Mortgagee become due and payable without further notice.

8. All of the real property described in Exhibit "A" attached hereto and incorporated herein shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage, and nothing contained herein and nothing done pursuant hereto shall effect or be construed to effect the lien, charge, encumbrance or the conveyance created by the Mortgage, except as expressly provided herein.

9. The original executed copy of this First Modification shall be duly recorded with the Recorder of Deeds of Cook County, Illinois. This First Modification together with the Note, the Mortgage, the Credit Agreement and the Assignment, and any other documents executed by

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the Mortgagor in connection with the indebtedness secured by the Mortgage, as modified hereby, shall be binding upon the Mortgagor and its successors and assigns.

IN WITNESS WHEREOF, this **FIRST MODIFICATION TO REVOLVING CREDIT NOTE, MORTGAGE AND CREDIT AGREEMENT** is executed as of the day and year first written above.

MORTGAGOR:

**ASPIRE OF ILLINOIS, formerly known
as Proviso Association for Retarded Citizens**

By: *Amur Shanon*
Its President

MORTGAGEE:

BANCO POPULAR NORTH AMERICA

By: *Alex Chandry*
Its Commercial Loan Officer

This Document Prepared By and
Mail To:

David A. Kallick
TISHLER & WALD, LTD.
200 S. Wacker Dr., Suite 2600
Chicago, Illinois 60606

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, CHRISTINE M. HUNT, a Notary Public in and for and residing in said County and State, **DO HEREBY CERTIFY** that ANNE M. SHANNON, personally known to me to be the PRESIDENT + CEO of **ASPIRE OF ILLINOIS f/k/a PROVISO ASSOCIATION FOR RETARDED CITIZENS**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act and the free and voluntary act of the Company for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 25th day of July, 2002.



Christine M. Hunt
 Notary Public

My commission expires.
8/13/05

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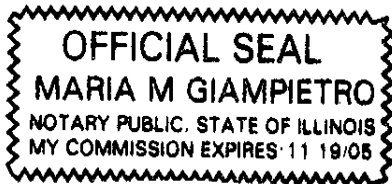
ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, Maria M. Giampietro a Notary Public in and for and residing in said County and State, **DO HEREBY CERTIFY** that **ALEX IDICHANDY**, personally known to me to be the Commercial Loan Officer of **BANCO POPULAR NORTH AMERICA** personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and the free and voluntary act of the Company for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 26th day of July, 2002.

Maria M. Giampietro
 Notary Public



My commission expires:
11-19-05

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EXHIBIT "A"

Legal Description

PARCEL 1:

A TRACT OF LAND CONSISTING OF ALL OR PARTS OF LOTS 29 TO 34, BOTH INCLUSIVE, IN BLOCK 3 IN THOMAS ROWAN'S SUBDIVISION, HEREINAFTER DESCRIBED: PARTS OF THE VACATED NORTH AND SOUTH AND EAST AND WEST ALLEYS IN SAID BLOCK 3; AND PART OF VACATED HYDE PARK AVENUE EAST OF AND ADJOINING SAID BLOCK 3; WHICH TRACT IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF VACATED HYDE PARK AVENUE WITH THE EASTWARD EXTENSION OF THE NORTHERLY LINE OF LOT 34 AFORESAID (SAID NORTHERLY LINE OF LOT 34 AND THE EXTENSIONS THEREOF BEING ALSO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE MINNESOTA AND NORTHWESTERN RAILROAD COMPANY); THENCE SOUTH ALONG SAID CENTER LINE OF VACATED HYDE PARK AVENUE, 100.90 FEET TO ITS INTERSECTION WITH A LINE 100 FEET SOUTH OF MEASURED AT RIGHT ANGLES, AND PARALLEL WITH SAID SOUTHERLY LINE OF THE RIGHT OF WAY OF THE MINNESOTA AND NORTHWESTERN RAILROAD COMPANY; THENCE WESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE, 168.03 FEET TO ITS INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE CENTER LINE OF THE AFORESAID VACATED NORTH AND SOUTH ALLEY; THENCE NORTH ALONG SAID SOUTHWARD EXTENSION OF THE CENTER LINE OF THE VACATED NORTH AND SOUTH ALLEY, AND ALONG SAID CENTER LINE, 100.90 FEET TO ITS INTERSECTION WITH THE WESTWARD EXTENSION OF THE NORTHERLY LINE OF LOT 34 AFORESAID; THENCE EASTERLY ALONG SAID WESTWARD EXTENSION OF THE NORTHERLY LINE OF LOT 34, AND ALONG SAID NORTHERLY LINE AND ITS EASTWARD EXTENSION, 168.03 FEET TO THE POINT OF BEGINNING; THE SAID THOMAS ROWAN'S SUBDIVISION BEING A SUBDIVISION OF LOTS 1 TO 6, 15 TO 23, 32 TO 37, 42, 43, 48, 49, 50, 55, 56 AND 57, TOGETHER WITH THE VACATED STREET BETWEEN LOTS 2, 3 AND 4. IN JAMES H. WHITESIDE AND CO'S MADISON STREET ADDITION, A SUBDIVISION OF THE SOUTH (AS) 1/4, SOUTH OF BUTTERFIELD ROAD, OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A TRACT OF LAND CONSISTING OF PART OF THE 100 FOOT WIDE RIGHT OF WAY OF THE MINNESOTA AND NORTHWESTERN RAILROAD COMPANY THROUGH THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (SAID STRIP BEING 50 FEET ON EITHER SIDE OF THE CENTER LINE OF THE MAIN TRACK OF SAID RAILROAD COMPANY, AS ORIGINALLY LOCATED AND ESTABLISHED ACROSS SAID SECTION 8); TOGETHER WITH ALL OR PART OF LOTS 22 TO 29, BOTH INCLUSIVE, IN BLOCK 3 IN THOMAS ROWAN'S SUBDIVISION, HEREINAFTER DESCRIBED, AND PARTS OF THE VACATED NORTH AND SOUTH AND EAST AND WEST ALLEYS IN SAID BLOCK 3; AND ALSO ALL OR PARTS OF LOTS 16 TO 19, BOTH INCLUSIVE, AND LOTS 26 TO 32, BOTH INCLUSIVE, IN BLOCK 4 IN SAID THOMAS ROWAN'S SUBDIVISION, AND ALL OF THE VACATED NORTH AND SOUTH ALLEY AND PART OF THE VACATED EAST AND WEST ALLEY IN SAID BLOCK 4; AND ALSO PART OF VACATED GRANVILLE AVENUE LYING BETWEEN SAID BLOCKS 3 AND 4 IN THOMAS ROWAN'S SUBDIVISION AND LYING SOUTH OF THE NORTHERLY LINES OF SAID BLOCKS 3 AND 4 EXTENDED WESTWARDLY AND EASTWARDLY TO THE CENTER LINE OF SAID GRANVILLE AVENUE (SAID NORTHERLY LINES OF BLOCKS 3 AND 4 AND EXTENSIONS THEREOF BEING ALSO THE SOUTHERLY LINE OF THE AFORESAID 100 FOOT WIDE RIGHT OF WAY OF THE MINNESOTA AND NORTHWESTERN RAILROAD COMPANY); WHICH TRACT IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE AFORESAID VACATED NORTH AND SOUTH

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ALLEY IN BLOCK 3 WITH THE AFORESAID SOUTHERLY LINE OF THE 100 FOOT WIDE RIGHT OF WAY OF THE MINNESOTA AND NORTHWESTERN RAILROAD COMPANY; THENCE SOUTH ALONG SAID CENTER LINE OF THE VACATED NORTH AND SOUTH ALLEY IN BLOCK 3, AND THE SOUTHWARD EXTENSION OF SAID CENTER LINE, 100.90 FEET TO ITS INTERSECTION WITH A LINE 100 FEET SOUTH OF, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH SAID SOUTHERLY LINE OF THE 100 FOOT WIDE RIGHT OF WAY OF THE MINNESOTA AND NORTHWESTERN RAILROAD COMPANY; THENCE WESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE, 438.37 TO A POINT THEREON WHICH IS 1,022.78 FEET EASTERLY FROM THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH THE NORTHERLY LINE OF BLOCK 3 IN SAID THOMAS ROWAN'S SUBDIVISION; THENCE NORTHERLY AT RIGHT ANGLES TO SAID PARALLEL LINE, 200 FEET TO A POINT ON THE NORTHERLY LINE OF THE AFORESAID 100 FOOT WIDE RIGHT OF WAY OF THE MINNESOTA AND NORTHWESTERN RAILROAD COMPANY; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, 411.58 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHWARD EXTENSION OF THE CENTER LINE OF THE AFORESAID VACATED NORTH AND SOUTH ALLEY IN BLOCK 3; THENCE SOUTH ALONG SAID NORTHWARD EXTENSION OF THE CENTER LINE OF THE VACATED NORTH AND SOUTH ALLEY IN BLOCK 3, 100.90 FEET TO THE POINT OF BEGINNING; THE SAID THOMAS ROWAN'S SUBDIVISION BEING A SUBDIVISION OF LOTS 1 TO 6, 15 TO 23, 32 TO 37, 42, 43, 48, 49, 50, 55, 56 AND 57, TOGETHER WITH THE VACATED STREET BETWEEN LOTS 2, 3 AND 4, IN JAMES H. WHITESIDE AND COMPANY'S MADISON STREET ADDITION, A SUBDIVISION OF THE SOUTH EAST 1/4, SOUTH OF BUTTERFIELD ROAD, OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2, AS CREATED BY AGREEMENT MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 57210, AND PROVISIO ASSOCIATION FOR RETARDED CITIZENS, A NOT-FOR-PROFIT CORPORATION OF ILLINOIS, DATED DECEMBER 5, 1986 AND RECORDED DECEMBER 12, 1986 AS DOCUMENT 86596912 AND RERECORDED AS DOCUMENT 87059676; FOR INGRESS AND EGRESS OVER AND ACROSS:

A STRIP OF LAND, HEREINAFTER DESCRIBED, FALLING IN A TRACT OF LAND DESCRIBED AS FOLLOWS::

LOTS 16 TO 19, BOTH INCLUSIVE, IN BLOCK 4; LOTS 14 TO 18, BOTH INCLUSIVE, AND LOTS 30 TO 34, BOTH INCLUSIVE, IN BLOCK 5, TOGETHER WITH THE VACATED NORTH AND SOUTH ALLEY IN SAID BLOCK 5; LOTS 1 TO 4, BOTH INCLUSIVE, AND LOTS 21 TO 25, BOTH INCLUSIVE, IN BLOCK 6, TOGETHER WITH THE VACATED NORTH AND SOUTH ALLEY IN SAID BLOCK 6; AND LOTS 1 TO 9, BOTH INCLUSIVE, IN BLOCK 7; ALL IN THOMAS ROWAN'S SUBDIVISION, HEREINAFTER DESCRIBED; AND ALSO THE VACATED PART OF GENEVA AVENUE LYING BETWEEN BLOCKS 4 AND 5, THE VACATED PART OF BELLWOOD AVENUE LYING BETWEEN BLOCKS 5 AND 6, AND THE VACATED PART OF MELROSE AVENUE LYING BETWEEN BLOCKS 6 AND 7; ALL TAKEN AS A TRACT (EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING SOUTH OF A LINE 100 FEET SOUTH OF, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE MINNESOTA AND NORTHWESTERN RAILROAD COMPANY, WHICH RIGHT OF WAY LINE COINCIDES WITH THE NORTHERLY LINES, AND EXTENSIONS THEREOF, OF BLOCKS 4, 5, 6 AND 7; AND ALSO EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING EAST OF A LINE EXTENDED NORTH, AT RIGHT ANGLES TO THE LAST DESCRIBED PARALLEL LINE, FROM A POINT THEREON 1,022.78 FEET EASTERLY FROM THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH THE NORTHERLY LINE OF BLOCK 7); THE AFORESAID STRIP OF LAND BEING 13 FEET ON EITHER SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:: BEGINNING AT A POINT ON THE EASTERLY LINE OF THE ABOVE DESCRIBED TRACT, 50 FEET NORTHERLY FROM THE SOUTHEASTERLY CORNER OF SAID TRACT; THENCE WESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID TRACT, 99.84 FEET TO A

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POINT; THENCE WESTERLY TO A POINT ON A LINE EXTENDED NORTH, AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID TRACT, FROM A POINT THEREON 821.86 FEET EASTERLY FROM THE WESTERNMOST CORNER OF SAID TRACT, THE FORMER POINT BEING 25 FEET NORTHERLY FROM THE SOUTHERLY LINE OF SAID TRACT; THENCE WESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID TRACT, 165 FEET TO A POINT; THENCE WESTERLY TO A POINT ON A LINE EXTENDED NORTH, AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID TRACT, FROM A POINT THEREON 256.86 FEET EASTERLY FROM THE WESTERNMOST CORNER OF SAID TRACT, THE FORMER POINT BEING 55 FEET NORTHERLY FROM THE SOUTHERLY LINE OF SAID TRACT; THENCE NORTHWESTERLY TO A POINT OF TERMINATION ON THE NORTHWESTERLY LINE OF SAID TRACT, 207 FEET NORTHEASTERLY FROM THE WESTERNMOST CORNER OF SAID TRACT; THE SAID THOMAS ROWAN'S SUBDIVISION BEING A SUBDIVISION OF LOTS 1 TO 6, 15 TO 23, 32 TO 37, 42, 43, 48, 49, 50, 55, 56 AND 57, TOGETHER WITH THE VACATED STREET BETWEEN LOTS 2, 3 AND 4, IN JAMES H. WHITESIDE AND COMPANY'S MADISON STREET ADDITION, A SUBDIVISION OF THE SOUTH EAST 1/4, SOUTH OF BUTTERFIELD ROAD, OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 15-08-420-035
15-08-420-036
15-08-421-045

Address: 4100-4141 Litt
Hillside, IL 60162

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