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Cook County Recorder 36.00



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THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:
Citibank, Federal Savings Bank
500 West Madison Street, 5th Floor
Chicago, Illinois 60661
Attention: CitiBusiness Credit Center
Robert J. Ex

7 Pages -
BS

LOAN MODIFICATION AGREEMENT

RE: LOAN NUMBER 010095082

THIS LOAN MODIFICATION AGREEMENT ("Agreement") is dated as of the 2nd day of January, 2003 ("Date Hereof") by and between **Southwest Comprehensive Oncology Center, Ltd.** ("Borrower") and **Citibank, F.S.B.** ("Lender").

WITNESSETH

WHEREAS, Borrower holds fee simple title to the real property and improvements legally described in Exhibit A hereto (the "Premises");

WHEREAS, Lender has previously made a loan to the Borrower in the original principal amount of **Seven Hundred Thirty Eight Thousand Seven Hundred Fifty and 00/100 Dollars (\$738,750.00)** (the "Loan");

WHEREAS, the Loan is evidenced by a Note dated **July 22, 1998** (the "Note") and is secured by a Mortgage (the "Mortgage") and an Assignment of Rents (the "Assignment") dated as of the date of the Note and recorded in the

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office of the Recorder of Deeds of **Cook County**, Illinois as document numbers **98728971** and **98728972** respectively. (The Note, Mortgage, Assignment and any other documents executed by Borrower in connection with the Loan are hereby referred to as the "*Loan Documents*"); and

WHEREAS, Borrower has requested Lender to modify the terms of the Loan, and the Lender has agreed to modify the terms of the Loan subject to the terms and conditions set forth in this Agreement, and provided that the Loan Documents, and any and all modifications thereof, and the liens of any of the forgoing, as amended hereby, shall have the same validity, priority and effect against all of the real and personal property to which they apply that said liens had immediately prior to the execution and delivery of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual promises and covenants set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows.

1. **Definitions.** Unless otherwise defined herein, all terms shall have the meaning ascribed to them the Loan Documents.
2. **Modification.** The Note, Mortgage and Assignment are hereby modified as follows: **Interest on the balance of principal remaining from time to time unpaid shall be at the rate of 6.50% per annum, effective on the Date Hereof, in installments as follows: Eight Thousand Six Hundred Forty Three and 06/100 Dollars (\$8,643.06) beginning on February 1, 2003 and on the first day of each month thereafter until the Note is fully paid, except that the final payment of principal, advances and interest, if not sooner paid, shall be due on the first day of September, 2008 ("The "Final Payment Date").**

Modification Fee. A modification fee shall be paid by Borrower equal to \$7,500.00.

ALL OTHER LOAN TERMS AND CONDITIONS NOT SPECIFICALLY MENTIONED SHALL REMAIN THE SAME.

ALL PRINCIPAL, ADVANCES AND INTEREST REMAINING SHALL BE DUE ON THE FINAL PAYMENT DATE.

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3. **Acknowledgement of Amounts Due to Lender as of the Date Hereof.** Borrower acknowledges that as of the Date Hereof, the principal balance due to Lender on account of the Loan pursuant to the terms and conditions of the Loan Documents is \$496,494.48, plus accrued interest and all other amounts, if any, due and owing pursuant to the Loan Documents.
4. **Reaffirmation of Note.** Borrower hereby acknowledges and reaffirms its obligations under the Note and other Loan Documents and acknowledges and agrees that such indebtedness is owing to Lender and is enforceable against Borrower in accordance with the terms of the Note (as modified and extended by this Agreement), subject to no defenses, counterclaims, deductions or set-offs whatsoever. Nothing contained in this Agreement, or the transactions contemplated hereby, shall be deemed or construed to be a consent to or a waiver of any breach or default in the performance by Borrower of its obligations to Lender, whether evidenced by the Note, other Loan Documents, or otherwise, nor shall Lender be impaired or limited in its ability to fully and completely enforce any and all of the rights and remedies presently available to it under the Loan Documents for a breach of Borrower's obligations as required therein as may exist subsequent to the time of the making of this Agreement.
5. **Expenses.** Borrower shall be solely responsible for any and all costs, expenses, fees, charges, taxes, of whatever kind and nature, including attorneys' fees and costs, incurred by Lender in connection with the modification and/or enforcement of the Loan Documents.
6. **Intent of Parties.** Borrower acknowledges and agree that the liens evidenced by the Loan Documents shall in no way be deemed to or have been subordinated, released, modified, terminated, or otherwise affected by this Agreement, it being understood by the parties hereto that the liens of said documents shall continue in full force and effect, and are to have the same validity, priority and effect that they had immediately prior to the execution of this Agreement and the documents and instruments executed and delivered pursuant to this Agreement, and shall survive and not be merged into the execution and delivery of this Agreement or any of the documents and instruments to be executed pursuant to this Agreement, without interruption; and that Lender has fulfilled any and all of Lender's obligations under the Loan Documents to date. Borrower hereby releases and holds Lender harmless from and against any and all claims, actions, lawsuits, damages, costs and expenses whatsoever (including attorneys' fees and costs), which Borrower may have had or currently has against Lender in connection with or related to the Loan Documents, or the Loan evidenced thereby.

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7. **Effect of Agreement.** Except as specifically amended or modified by the terms of this Agreement, all terms and provisions of each of the Loan Documents shall remain in full force and effect. The provisions of this Agreement shall govern and control in the event of any conflict with the provisions of any of the Loan Documents. Borrower acknowledges and agrees that all of its covenants, representations, warranties and agreements set forth in the Loan Documents are and remain in full force and effect. A default by Borrower in the performance of its obligations under this Agreement shall constitute an event of default under the Note and the other Loan Documents, and in such event Lender shall be entitled to exercise any and all of its rights and remedies as set forth in the Note and the other Loan Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

LENDER: Citibank, F.S.B.

**BORROWER: Southwest
Comprehensive Oncology Center, Ltd**

By: 

Regina A. Rogers
Its: Vice President

By: 

Syed Javed Shirazi, M.D.
Its: President

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STATE OF ILLINOIS

COUNTY OF COOK

I, YVONNE M. HUGHES, a Notary Public of the County and State aforesaid, certify that Syed Javed Shirazi personally came before me this day and that by authority duly given, the foregoing instrument was signed by him as President of Southwest Comprehensive Oncology Center, Ltd. Witness my hand and official stamp or seal, this 2nd day of JANUARY, 2003

Yvonne M. Hughes
Notary Public

My commission expires: 05/02/06



STATE OF ILLINOIS

COUNTY OF COOK

I, YVONNE M. HUGHES, a Notary Public of the County and State aforesaid, certify that Regina A. Rogers personally came before me this day and acknowledged that she is Vice President of Citibank, F.S.B., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President and sealed with its corporate seal. Witness my hand and official stamp or seal, this 2nd day of JANUARY, 2003

Yvonne M. Hughes
Notary Public

My commission expires: 05/02/06



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CONSENT OF AND REAFFIRMATION BY GUARANTORS


The undersigned, guarantors of the Loan pursuant to a certain guarantee or guarantees (the "Guarantee") dated as of date of the Note hereby consent to the modifications of the Loan and Loan Documents as set forth in the Loan Modification Agreement which this Consent is attached to. The Guarantee is hereby confirmed and reaffirmed and shall continue in full force and effect pursuant to the terms thereof notwithstanding any action or inaction of Lender.

Guarantors:


**Oncology Management Services, Inc., an
Illinois corporation**


By: 
Syed Javed Shirazi, M.D.
Its: President

**Radiation Therapy Consultants, Ltd., an
Illinois corporation**

By: 
Syed Javed Shirazi, M.D.
Its: President

**Radiation Oncology, S.C., an Illinois
corporation**

By: 
Syed Javed Shirazi, M.D.
Its: President


Syed Javed Shirazi, individually

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN PALOS COMMUNITY HOSPITAL SUBDIVISION (EXCEPT THE NORTH 62.23 FEET THEREOF) OF THE NORTH 248.92 FEET OF THE SOUTH 918.92 FEET OF THE EAST 175 FEET OF THE WEST 1,055 FEET OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID NORTHWEST 1/4, SAID POINT BEING 802 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE NORTH 20 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES, 53 MINUTES, 59 SECONDS EAST, 683.02 FEET PARALLEL WITH SAID SOUTH LINE; THENCE SOUTH 61 DEGREES, 43 MINUTES, 55 SECONDS EAST, 172.58 FEET; THENCE NORTH 89 DEGREES, 53 MINUTES, 59 SECONDS EAST, 44.98 FEET TO THE EAST LINE OF THE WEST 880 FEET OF SAID NORTHWEST 1/4; THENCE SOUTH 20 FEET ALONG SAID EAST LINE; THENCE SOUTH 89 DEGREES, 53 MINUTES, 59 SECONDS WEST, 50 FEET; THENCE NORTH 61 DEGREES, 43 MINUTES, 55 SECONDS WEST, 172.58 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 59 SECONDS WEST, 678 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN 80TH AVENUE) ALL IN COOK COUNTY, ILLINOIS; AS SET FORTH ON PLAT OF SAID SUBDIVISION RECORDED AS DOCUMENT 85253957 AND AS CREATED BY DEED FROM ST. GEORGE CORPORATION TO SOUTHWEST COMPREHENSIVE CANCER CENTER, INC., DATED DECEMBER 12, 1985 AND RECORDED DECEMBER 13, 1985 AS DOCUMENT 85323421, IN COOK COUNTY, ILLINOIS.

30132777

COMMON ADDRESS OF
PREMISES:

7800 W. 122nd Street
Palos Heights, Illinois 60463

PERMANENT TAX IDENTIFICATION
NUMBER:

23-25-106-021-0000