

# UNOFFICIAL COPY



0322533030

Eugene "Gene" Moore Fee: \$36.00  
Cook County Recorder of Deeds  
Date: 08/13/2003 07:41 AM Pg: 1 of 7

When recorded return to:

Bank One, NA  
1 Bank One Plaza  
Mail Code IL1--0951  
Chicago, Illinois 60670  
Attention: E. Kosla

7J2 0140-DI  
To: (ALL)  
1/1/03  
226

*This space reserved for Recorder's use only*

## AMENDMENT TO REAL ESTATE MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND UCC-2 FINANCING STATEMENT

This Amendment is made as of January 23, 2003 (the "Effective Date"), by LaSalle ~~LaSalle Bank National Association, formerly known as~~ National Bank Association, as successor trustee to American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated August 25, 1975, and known as Trust Number 91273 (the "Trustee"), and by Oak Park Arms, L.L.C., an Illinois limited liability company, the successor to Oak Park Arms Associates, an Illinois limited partnership (the "Beneficiary") (the Trustee and the Beneficiary being collectively referred to herein as the "Mortgagor") and Bank One, NA, with its main office in Chicago, Illinois, a national banking association, the successor in interest to The First National Bank of Chicago ("Mortgagee").

### RECITALS

A. Mortgagor previously executed and delivered to Mortgagee that certain Real Estate Mortgage: Assignment of Rents; Security Agreement and UCC-2 Financing Statement dated August 16, 1995 and recorded on August 18, 1995 with the Recorder's Office of Cook County, Illinois, as Document Number 95-548358 and re-recorded on September 22, 1995 with the Recorder's Office of Cook County, Illinois, as Document Number 95-643332 (the "Mortgage"); modified by Loan Modification Agreement dated March 8, 1996 and recorded on June 18, 1996 with the Recorder's Office of Cook County, Illinois, as Document Number 96-465065; as further modified by Second Loan Modification Agreement dated November 20, 1997 and recorded November 25, 1997 with the Recorder's Office of Cook County, Illinois, as Document Number 97882212, increasing the Mortgage in the sum of \$7,000,000.00, mortgaging and encumbering the real property, and all improvements thereon, described in Exhibit "A" attached hereto and incorporated herein by reference. The Mortgage was executed by Mortgagor to secure, among other things, a promissory note dated November 20, 1997 made by Mortgagor and Oak Park Arms, L.L.C., an Illinois limited liability company, the successor to Oak Park Arms Associates, an Illinois limited partnership (the "Beneficiary") payable to the order of Mortgagee in the sum of \$7,000,000.00 (the "Note") and an Irrevocable Standby Letter of Credit Number 00324421, dated February 25, 1996, issued in favor of the State of Illinois Department of Public Health by Mortgagee, in the amount of \$325,000.00 and interest as specified therein (the "Letter of Credit"), and all extensions, renewals, revisions, modifications and replacements thereof in whole or in part as provided in the Mortgage.

BOX 333-07

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B. Mortgagor and Mortgagee have entered into or contemplate entering into a Third Modification Agreement (the "Agreement") which, among other things, provides that, in addition to the indebtedness, liabilities, and obligations secured by the Mortgage as stated therein, the Mortgage shall be amended so that it shall also secure that certain promissory note dated January 23, 2003 in the sum of \$1,600,000.00 (the "Second Note") and interest as specified therein and all extensions, renewals, revisions, modifications and replacements thereof in whole or in part, as more fully set forth below, and Mortgagor and Mortgagee desire to enter into this Amendment to so amend the Mortgage.

C. Mortgagor has requested that Mortgagee increase the amount of the Letter of Credit to \$400,000.00, as more fully set forth below, and Mortgagor and Mortgagee desire to enter into this Amendment to so amend the Mortgage.

Now, therefore, in consideration of the premises, the promises hereinafter set forth and for other good and valuable consideration, the receipt of which, is hereby acknowledged, Mortgagor and Mortgagee hereby confirm and agree as follows:

## AGREEMENT

1. All references to the Note in the Mortgage are modified and amended to refer to the Note, the Second Note, the 1997 Reimbursement Agreement and the Swap Agreement.
2. All reference in the Mortgage to the Mortgage, the Note, the Second Note, the 1997 Reimbursement Agreement and the Swap Agreement shall mean each such document, instrument or agreement and all extensions, renewals, revisions, modifications and replacement thereof or thereto, in whole or in part.
3. The Mortgage is hereby amended to provide that, in addition to all indebtedness, liabilities and obligations secured by the Mortgage, as stated therein, that the Mortgage shall secure that certain promissory note dated January 23, 2003 in the principal amount of \$1,600,000.00 made by Mortgagor payable to the order of the Mortgagee and having a maturity date of December 10, 2005, together with all extensions, renewals, revisions, modifications and replacements thereof, in whole or in part (such promissory note, together with all extensions, renewals, revisions, modifications and replacements thereof, in whole or in part, being collectively referred to as the "Second Note"). The Mortgage is hereby further amended to provide that the term "Indebtedness Hereby Secured" as used in the Mortgage, in addition to all indebtedness, liabilities and other obligations included within the meaning of that term, as defined in the Mortgage, shall include, without limitation, all indebtedness, liabilities and obligations evidenced by the Second Note.
4. The Mortgage is hereby amended to increase the amount of the Letter of Credit secured thereby to \$400,000.00.
5. The Mortgage is hereby further amended by deleting subparagraph (e) of Section 16, Events of Default, on page 13, in its entirety and inserting the following additional provision, reading as follows:

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(e) If the Premises shall be abandoned or shall no longer be designated as a Life Care Facility by the State of Illinois Department of Public Health.

6. The Mortgage is hereby further amended by inserting the following additional provision to Section 16, Events of Default, after subparagraph (j) on page 13, reading as follows:

(k) Any default under any document or instrument given by Mortgagor or any guarantor, by any entity owned by Mortgagor or such guarantor or, if Mortgagor or such guarantor is a corporation, limited liability company, partnership, limited liability partnership or trust, by any entity owned by the same persons or entities that own Mortgagor or such guarantor, in connection with any other indebtedness or obligation of Mortgagor such guarantor or such entity to Mortgagee.

7. Mortgagor confirms and restates all the representations and warranties contained in the Mortgage, as amended hereby, as of the date hereof.

8. Mortgagor will execute and deliver such further instruments and do such other things as in the sole opinion of Mortgagee are necessary or desirable to effect the intent of this Amendment and to secure to Mortgagee the benefits of all rights, authorities and remedies conferred upon Mortgagee by the terms of this Amendment. Without limiting the generality of the foregoing, Mortgagor, at its expense, will perform all acts and execute and deliver all instruments necessary or required by Mortgagee in order to maintain the Mortgage, as amended hereby, as a lien on the real and personal property covered by the Mortgage, subject only to those encumbrances set forth in the Mortgage.

9. Mortgagor and Mortgagee hereby ratify and confirm the Mortgage, as amended hereby, in all respects and acknowledge and agree that the terms of the Mortgage, as amended hereby, remain in full force and effect.

10. This Amendment is executed by the Trustee as Mortgagor, not personally, but in its capacity as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possesses the full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in this Amendment except the warranty made in this paragraph, all such liability, if any, being expressly waived by Mortgagee and by every other person now or hereafter claiming any right or security hereunder; provided that nothing contained herein shall be construed in any way so as to affect or impair the lien of the Mortgage or Mortgagee's right to foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee: (a) in any such foreclosure proceeding or to otherwise enforce the payment of the indebtedness secured by the Mortgage out of and from the security given therefore in the manner provided herein; (b) under any other loan document; or (c) against any beneficiary, co-signer, endorser or guarantor nor shall any of the preceding portions of this paragraph in any way limit or affect the personal liability of any beneficiary, co-signer, endorser or guarantor of any of the indebtedness secured by the Mortgage, as amended hereby.

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IN WITNESS WHEREOF, this Amendment is duly executed by Mortgagor and Mortgagee as of the Effective Date.

**BANK ONE, NA,  
a national banking association**

By: *John D. Bernhard*

Name: John D. Bernhard

Title: Vice President

Oak Park Arms, L.L.C., an Illinois limited liability company, the successor to Oak Park Arms Associates, an Illinois limited partnership

By: *Manuel S. Kanna*

Name: Manuel S. Kanna

Title: Manager

Property of Cook County Clerk's Office

\* LaSalle Bank National Association, formerly known as

\* LaSalle National Bank Association, as successor trustee to American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated August 25, 1975, and known as Trust Number 91273

This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as evidenced, in the exercise of the power and authority conferred upon it as such Trustee. All the terms, provisions, stipulations and conditions herein to be performed by LASALLE BANK National Association shall be performed by it solely as Trustee, as aforesaid, and not in its capacity as a bank or otherwise. No liability shall be incurred by LASALLE BANK National Association by reason of any of the acts, omissions, or failures of any of its officers, directors, employees, agents, or representatives acting in the ordinary course of business.

By: *Lisa Wilburn*

Name: LISA S. WILBURN

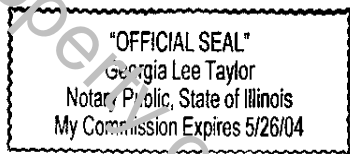
Title: ~~2300 STREET~~

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STATE OF ILLINOIS )  
                          )SS:  
                  DUPAGE  
COUNTY OF ~~COOK~~ )

I, GEORGIA LEE TAYLOR, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that the foregoing instrument was duly acknowledged before me on January 23, 2003, by John D. Bernhard of Bank One, NA, a national banking association, on behalf of the national banking association.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.



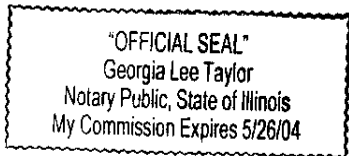
Georgia Lee Taylor  
Notary Public

My Commission Expires: 05/26/2004

STATE OF ILLINOIS )  
                          )SS:  
                  DUPAGE  
COUNTY OF ~~COOK~~ )

I, GEORGIA LEE TAYLOR, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that the foregoing instrument was acknowledged before me on January 27, 2003, by MANUEL S. KRAMER, as Manager of Oak Park Arms, L.L.C., a Illinois limited liability company, on behalf of the limited liability company.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.



Georgia Lee Taylor  
Notary Public

My Commission Expires: 5/26/04

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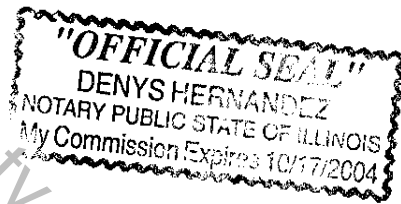
STATE OF ILLINOIS     )  
  ) SS:  
COUNTY OF COOK     ) .

I, undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that the foregoing instrument was acknowledged before me on January 27, 2003, by Lisa Wilson as ~~LAND TRUST~~ of LaSalle Bank National Association, as successor trustee to American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated August 25, 1975, and known as Trust No. 91273, on behalf of Trust.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.

Denys Hernandez  
Notary Public

My Commission Expires: 10/17/04



This Instrument Prepared by: Eugene A. Kosla



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## EXHIBIT "A"

All of that real estate located at 408 South Oak Park Avenue, Oak Park, Illinois in Cook County, Illinois, the Tax Property Identification Number of which is 16-07-418-001-0000; 16-07-418-005-0000; 16-07-418-006-0000; 16-07-418-007-0000 and 16-07-418-008-0000, which is more particularly described as follows:

### INSERT LEGAL DESCRIPTION

#### PARCEL 1:

LOTS 5, 6, 7, AND THE NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS, LOTS 8 AND 9 AND THE SOUTH 1/2 OF THE VACATED ALLEY NORTH AND ADJACENT TO THE WEST 150 FEET OF LOT 8 IN SUBDIVISION OF BLOCK 4 IN OGDEN AND JONES' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 10, 11, AND 12 IN THE SUBDIVISION OF BLOCK 4 IN OGDEN AND JONES' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.