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Doc#: 0335110079  
Eugene "Gene" Moore Fee: \$34.00  
Cook County Recorder of Deeds  
Date: 12/17/2003 09:42 AM Pg: 1 of 6

PREPARED BY AND  
AFTER RECORDING THIS INSTRUMENT  
SHOULD PLEASE BE RETURNED TO:

Roderick D. Owens, Esq.  
Krooth & Altman LLP  
1850 M Street., N.W. Suite 400  
Washington, D.C. 20036

**AMENDMENT TO SECOND MORTGAGE**

THIS AMENDMENT TO SECOND MORTGAGE is made, entered into and dated as of December 18, 2003, by and between MOUNT SINAI HOSPITAL MEDICAL CENTER OF CHICAGO, an Illinois not-for-profit corporation (the "Medical Center") and JPMORGAN CHASE BANK, a New York banking corporation, as trustee, ("Mortgagee").

**WITNESSETH:**

WHEREAS, SINAI HEALTH SYSTEM, an Illinois not-for-profit corporation ("Sinai") is justly indebted to Mortgagee pursuant to the terms of that certain Mortgage Note of Sinai, dated as of September 30, 1996, in the original principal sum of \$98,110,000.00, originally payable to Bank One, National Association ("Bank One"), as successor-in-interest to American National Bank and Trust Company of Chicago ("ANB"), or order (the "Note"), and insured by the SECRETARY OF HOUSING AND URBAN DEVELOPMENT of WASHINGTON, D.C., acting by and through the Federal Housing Commissioner (the "Secretary") pursuant to Section 242 of the National Housing Act, as amended, which Note evidences a certain mortgage loan made by Mortgagee to Sinai (the "Mortgage Loan");

WHEREAS, the Note is secured by a certain Mortgage (the "Sinai Mortgage") made by Sinai to Bank One (as successor-in-interest to ANB) dated as of September 30, 1996, and recorded September 30, 1996, with the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") as Document No. 96741328, which Mortgage encumbers a hospital known as "Sinai Health System," FHA Project No. 071-13007, located upon real estate in Cook County, Illinois;

Box 333

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**WHEREAS**, the Note was assigned by Bank One to Mortgagee by that certain Endorsement to Mortgage Note of even date herewith and the Sinai Mortgage was assigned by Bank One to Mortgagee by that certain Assignment of Mortgage of even date herewith, which will be recorded in the Recorder's Office prior to the recordation of this instrument;

**WHEREAS**, the Mortgage Loan was funded from the proceeds of certain bonds issued by the Illinois Health Facilities Authority ("**Authority**") and designated FHA Insured Mortgage Revenue Bonds, Series 1996 (Sinai Health System) (the "**Prior Bonds**");

**WHEREAS**, the Medical Center is an affiliate of Sinai and received a material economic benefit from the Mortgage Loan, and, to induce the Secretary to insure the Mortgage Loan, the Medical Center further secured the Mortgage Loan by delivering to Mortgagee that certain Second Mortgage dated as of September 30, 1996, and recorded September 30, 1996, with the Recorder's Office as Document No. 96741337 (the "**Second Mortgage**")

**WHEREAS**, the Prior Bonds are to be refunded by the issuance of Authority's \$97,965,000 Illinois Health Facilities Authority FHA Insured Revenue Refunding Bonds, Series 2003 (Sinai Health System) (the "**Refunding Bonds**");

**WHEREAS**, Sinai and Mortgagee wish: (1) that proceeds of the Refunding Bonds be loaned under the Note and the Sinai Mortgage to Sinai, for application to purposes of the refunding transaction, in such amount as to increase the outstanding principal under the Note to an original amount of \$92,000,000.00; (2) to reduce the interest rate specified in the Note and the Sinai Mortgage; (3) to extend the maturity date of the Note and the Sinai Mortgage; and (4) to recast the unpaid principal balance at the new interest rate over the modified term of the Note and the Sinai Mortgage, all as set forth herein; and

**WHEREAS**, the Note and the Mortgage were amended by (1) that certain Note and Mortgage Modification Agreement of even date herewith by and between Mortgagor and Mortgagee, which shall be recorded with the Recorder's Office, and (2) that certain First Allonge to Mortgage Note attached thereto (together, the "**Modification Agreement**");

**WHEREAS**, the Modification Agreement increases the outstanding principal amount of the Note and the Sinai Mortgage, reduces the interest rate in the Note and the Sinai Mortgage, and extends the maturity date of the Note and the Sinai Mortgage; and

**WHEREAS**, the provisions of the Modification Agreement provide a material benefit to Sinai and the Medical Center, and, as a result thereof, the parties hereto wish to amend the Second Agreement to reference the Modification Agreement and extend the term of the Second Agreement.

**NOW, THEREFORE**, in consideration of the premises and the sum of TEN DOLLARS (\$10.00) in hand paid by each of the parties hereto to the other (the receipt and sufficiency of which by each of the parties hereto from the other is hereby acknowledged), the parties hereto, for themselves and their respective heirs, executors, administrators, successors and assigns, hereby covenant and agree as follows:

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**SECTION 1.** The maturity date set forth in the second paragraph of page one of the Second Mortgage is hereby extended from “January 1, 2024” to “January 1, 2036.”

**SECTION 2.** Whenever the term Note is used in the Second Mortgage, such terms shall incorporate therein the Modification Agreement.

**SECTION 3.** Except as herein specifically modified and amended, all of the terms, covenants, conditions and agreements of the Regulatory Agreement shall remain in full force and effect.

**SECTION 4.** All of the terms, covenants, conditions and agreements hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

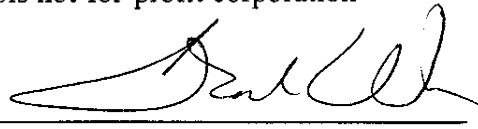
**[DOCUMENT EXECUTION OCCURS ON THE FOLLOWING PAGES]**

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their duly authorized officers, as of the day and year first written above.

## MOUNT SINAI HOSPITAL MEDICAL CENTER OF CHICAGO

an Illinois not-for-profit corporation

By: 

Charles Weis  
Executive Vice President and Chief  
Financial Officer

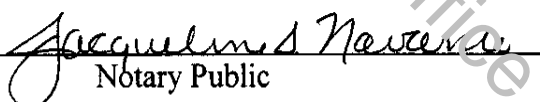
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### ACKNOWLEDGEMENT

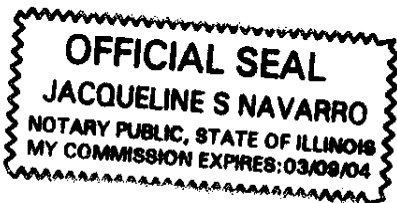
STATE OF ILLINOIS        )  
  ) ss:  
COUNTY OF COOK        )

I, Jacqueline S. Navarro, a Notary Public, in and for said Cook County, in the State aforesaid, do hereby certify that, Charles Weis, personally known to me to be the same person whose name is as the Executive Vice President and Chief Financial Officer of **MOUNT SINAI HOSPITAL MEDICAL CENTER OF CHICAGO**, an Illinois not-for-profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of **MOUNT SINAI HOSPITAL MEDICAL CENTER OF CHICAGO** and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16<sup>th</sup> day of December, 2003.

  
Notary Public

My commission expires: 3/09/04



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**JPMORGAN CHASE BANK,**  
a New York banking corporation,  
as trustee

By: *Patricia Martirano*  
Patricia Martirano  
Vice President

## ACKNOWLEDGEMENT

STATE OF ILLINOIS     )  
  )     ss:  
COUNTY OF COOK     )

I, *Jacqueline S. Navarro* a Notary Public, in and for said Cook County, in the State aforesaid, do hereby certify that, Patricia Martirano, personally known to me to be the same person whose name is as Vice President of **JPMORGAN CHASE BANK**, a New York banking corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of **JPMORGAN CHASE BANK** and as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16<sup>th</sup> day of December, 2003.

*Jacqueline S. Navarro*  
Notary Public

My commission expires: 3/09/04



**APPROVED:**  
**SECRETARY OF HOUSING**  
**AND URBAN DEVELOPMENT,**  
**Acting By and Through the**  
**FEDERAL HOUSING COMMISSIONER**

By: *Mary Anderson*  
Mary Anderson  
Authorized Agent

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## EXHIBIT A

### PARCEL 1:

THE SOUTH 110 FEET OF LOTS 1 TO 7 IN BLOCK 26 IN BARTLETT'S HIGHLAND, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 1/2 OF THE EAST 1/2 THEREOF) OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN No. 19-08-330-018-0000

ADDRESS: 6200-6240 West 55th Street  
Chicago, Illinois

### PARCEL 2:

LOTS 9 AND 10 IN BLOCK 5 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOTS 9 AND 10 CONVEYED TO CITY OF CHICAGO FOR WIDENING OF OGDEN AVENUE AND ALSO EXCEPTING FROM SAID LOTS 9 AND 10 THAT PART THEREOF CONDEMNED OR USED FOR ALLEY PURPOSES) ALL IN COOK COUNTY, ILLINOIS.

PIN. No. 16-24-215-001-0000

ADDRESS: 2653 West Ogden  
Chicago, Illinois

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