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Prepared By,
Recording Requested By
And When Recorded Mail To:
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New York, New York 10022-6069
Attn: Malcolm M. Kratzer
File # 0323200336¹



Doc#: 0504634038
Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 02/15/2005 12:25 PM Pg: 1 of 8

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT
ASSIGNMENT OF RENTS AND LEASES,
AND FIXTURE FILING
(ILLINOIS)**

made by and between

ALDERWOODS (CHICAGO NORTH), INC.
"Mortgagor"

and

BANK OF AMERICA, N.A., in its capacity as administrative agent
"Mortgagee"

Dated as of December 3, 2004

¹NOTE: If this First Amendment to Mortgage, the Mortgage which this First Amendment to Mortgage amends, or the Notes secured by the Mortgage which this First Amendment to Mortgage amends are in your possession, DO NOT DESTROY THEM. State law may require presentation of this First Amendment to Mortgage, the Mortgage and/or the Notes in order to obtain a termination or release of the Mortgage (as amended by this First Amendment to Mortgage) upon satisfaction of the indebtedness secured thereby. The termination or release must be recorded in the city, town, county or parish records for the jurisdiction in which the land described in Exhibit A is located.

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FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (ILLINOIS)

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (ILLINOIS) (this "**Instrument**"), dated as of December 3, 2004, is entered into by and between **ALDERWOODS (CHICAGO NORTH), INC.**, an Illinois corporation ("**Mortgagor**"), whose address is c/o Alderwoods Group, Inc., 2225 Sheppard Avenue East, Suite 1100, Toronto, Ontario, Canada, M2J 5C2, and **BANK OF AMERICA, N.A.**, a national association, in its capacity as administrative agent, whose address is 901 Main Street, 64th Floor, Dallas, Texas 75202 (in such capacity, "**Agent**," and together with its successors and assigns, "**Mortgagee**") for the Secured Parties defined in the Amended Credit Agreement (defined below).

WITNESSETH THAT, WHEREAS, Alderwoods Group, Inc. ("**Borrower**"), Agent and others have entered into that certain Credit Agreement dated as of September 17, 2003 (the "**Original Credit Agreement**");

WHEREAS, Mortgagor is the record owner and holder of that certain real property described in Exhibit A attached hereto and by this reference incorporated herein, together with the Improvements (as defined in the Mortgage, defined below) constructed thereon;

WHEREAS, Mortgagor has executed and delivered that certain instrument (the "**Mortgage**") entitled "Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Illinois)" dated as of September 29, 2003 and recorded on February 27, 2004 in the Official Records of Cook County, Illinois, as Document No. 0405831099;

WHEREAS, the Mortgage secures, among other things, the obligations of Mortgagor under the Original Credit Agreement and the other Loan Documents to which it is a party;

WHEREAS, the parties to the Original Credit Agreement have amended the Original Credit Agreement pursuant to the terms of that certain (i) Amendment No. 1 to the Credit Agreement dated as of January 23, 2004 (the "**Credit Agreement First Amendment**") by and among Borrower, Agent and the other Secured Parties identified therein, and consented to by Mortgagor and certain other Loan Parties identified therein, (ii) Amendment No. 2 to the Credit Agreement dated as of August 19, 2004 (the "**Credit Agreement Second Amendment**") by and among Borrower, Agent and the other Secured Parties identified therein, and consented to by Mortgagor and certain other Loan Parties identified therein and (iii) Amendment No. 3 to the Credit Agreement dated as of even date herewith (the "**Credit Agreement Third Amendment**") by and among Borrower, Agent and the other Secured Parties identified therein, and consented to by Mortgagor and certain other Loan Parties identified therein (the Original Credit Agreement, as amended by the Credit Agreement First Amendment, the Credit Agreement Second Amendment, the Credit Agreement Third Amendment, and any and all amendments, modifications, supplements, restatements, extensions, renewals or replacements thereof are collectively referred to herein as the "**Amended Credit Agreement**"); and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage as set forth below,

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the mutual receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

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1. Definitions. All capitalized terms used but not otherwise defined in this Instrument shall have the same meanings ascribed to such capitalized terms in the Mortgage, as amended by this Instrument, or if not defined therein, in the Amended Credit Agreement.

2. Amended Credit Agreement. All references in the Mortgage to the “**Credit Agreement**” shall be deemed to be references to the Amended Credit Agreement.

3. Maximum Principal Amount. All references to \$325,000,000.00 in the Mortgage (including any reference on the cover page thereof) are hereby deleted and replaced with references to \$443,000,000.00.

4. Limited Amendment; Ratification. This Instrument is given solely to amend the Mortgage as set forth herein. No further amendment or modification is made or intended, and the terms and provisions of the Mortgage shall, except as expressly modified herein, continue in full force and effect after the date hereof. The warranties, representations, covenants and agreements contained in the Mortgage, as herein expressly amended, are hereby specifically reaffirmed and remade by Mortgagor and the entire Mortgage, as herein expressly amended, is hereby ratified, approved and confirmed in every respect. Mortgagor also hereby ratifies and confirms, as of the date of the Mortgage and as of the date hereof, the liens, encumbrances and security interests in and on the Premises and the Mortgaged Property intended to be created by the Mortgage as amended hereby.

5. No Release or Novation. The Obligations secured by the Mortgage are continuing obligations and nothing contained herein shall be deemed to release, terminate or subordinate any lien, security interest or assignment created or evidenced by the Mortgage and all such liens, security interests and assignments and the priority thereof shall relate back to the date that the Mortgage was filed as referenced in the recitals above. Mortgagor and Mortgagee intend that this Instrument shall in no way affect the priority of the Mortgage or constitute a novation of the indebtedness secured thereby.

6. Successors and Assigns. This Instrument shall bind and inure to the benefit of Mortgagor, Mortgagee and the Secured Parties and their respective successors, substitutes and assigns.

7. Recordation; Costs and Expenses. Mortgagor shall cause this Instrument to be filed and/or recorded in the filing or recording offices referenced in the recitals above and/or such other places as requested by Mortgagee, and Mortgagor shall pay to Mortgagee all expenses incurred by Mortgagee in connection with the preparation, execution, filing and recordation of this Instrument, including, without limitation, attorneys’ fees, filing and recording fees, documentary stamp, mortgage and intangible taxes and title search charges and other charges incurred to assure or insure the priority of the lien of the Mortgage, as amended by this Instrument.

8. Counterparts. This Instrument may be executed in any number of original counterparts, which when so executed shall be deemed to be an original for all purposes, and all counterparts shall together constitute one and the same instrument; signature and acknowledgment pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Instrument shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

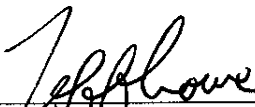
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IN WITNESS WHEREOF, Mortgagor and Mortgagee have on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this Instrument to be duly EXECUTED AND DELIVERED by authority duly given.

MORTGAGOR:

Alderwoods (Chicago North), Inc.,
an Illinois corporation

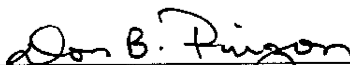
By:


Name: Jeff Lowe
Title: Vice President

MORTGAGEE:

Bank of America, N.A.,
a national association,
as Agent

By:


Name: Don B. Pinzon
Title: Vice President

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STATE OF N.Y.)
COUNTY OF N.Y.) ss.:

I, Liam Anderson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Jeff Cunniff, personally known to me to be the V.P. of Anderwoods (Chicago N.Y.P.A.) Illinois corporation, whose name is subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such V.P. he/she signed and delivered the said instrument as V.P. of said corporation as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 6 day of December, A.D. 2004.

[Signature]
Notary Public

My Commission Expires:

LIAM ANDERSON
Notary Public, State of New York
No. 01AN6104905
Qualified in New York County
Commission Expires February 2, 2008

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EXHIBIT A

LEGAL DESCRIPTION

ALDERWOODS (CHICAGO NORTH), INC. is a record owner of a fee interest in the property located at 111 Skokie Boulevard, Wilmette, Illinois and described on this Exhibit A.

[See Attached Pages for Legal Description]

Property of Cook County Clerk's Office

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The permanent tax index number for the Land is 05-32-307-034-0000.

Legal Description of premises located at 111 Skokie Boulevard, Wilmette, Illinois:

Legal Description:

LOT 1 IN WEINSTEIN BROTHER'S SUBDIVISION OF PART OF LOTS 31 AND 32 IN COUNTY CLERK'S DIVISION OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office