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This instrument was prepared by and after recording, return to:

Mark W. Burns
Applegate & Thorne-Thomsen, P.C.
322 South Green Street
Suite 400
Chicago, Illinois 60607



Doc#: 0508218111
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 03/23/2005 03:08 PM Pg: 1 of 6

After Recording Return to:

Joseph Strobel
United States Department of Housing and
Urban Development
77 West Jackson Boulevard
26th Floor
Chicago, IL 60664

MORTGAGE, REGULATORY AGREEMENT AND OTHER CAPITAL ADVANCE DOCUMENTS MODIFICATION AGREEMENT

This Mortgage, Regulatory Agreement and other Capital Advance Document Modification Agreement (this "Agreement") is made and entered into as of March 1, 2005, by and among BETH-ANNE EXTENDED LIVING, an Illinois not-for-profit corporation (hereinafter, the "Owner") THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT (hereinafter, "HUD").

RECITALS

A. Pursuant to that certain Capital Advance Agreement by and between Owner and HUD dated November 1, 2001 (the "Capital Advance Agreement"), HUD agreed to make a capital advance to Owner in an amount not to exceed Nine Million Five Hundred Forty-One Thousand Two Hundred Dollars (\$9,541,200.00) (the "Capital Advance") for the construction of an 85-unit elderly housing project identified as Project No. 071-EE149 (the "Project"). The Capital Advance is evidenced by Mortgage Note made by Owner for the benefit of HUD dated November 1, 2001, in the principal amount of the Capital Advance (the "Note").

B. The Capital Advance is (i) secured by a Mortgage, dated November 1, 2001 from Owner to HUD and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on November 20, 2001 as Document No. 0011094485 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A** hereto ("Property") and a certain Security Agreement dated as of November 1, 2001 (the "Security Agreement"), and (ii) made subject to the terms and conditions of (1) that certain Agreement & Certification by and between Owner and HUD dated November 1, 2001 (the "Certification"); (2) that certain Regulatory Agreement by and between Owner and HUD dated November 1, 2001 and recorded with the Recorder's Office on November 20, 2001, as Documents No.

Box 430

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0011094486 ("Regulatory Agreement"), and (3) that certain Use Agreement by and between Owner and HUD dated November 1, 2001 and recorded with the Recorder's Office on November 20, 2001 as Document No. 0011094487 ("Use Agreement"). The Owner and HUD have heretofore entered into an Amendment to Capital Advance Agreement dated September 15, 2003, amending the Capital Advance Agreement (the "Amendment") to increase the total Capital Advance from Nine Million Five Hundred Forty-One Thousand Two Hundred Dollars (\$9,541,200) to Nine Million Nine Hundred Eighty-Eight Thousand and Seven Hundred Dollars (\$9,988,700). The Capital Advance Agreement, the Note, the Mortgage, the Security Agreement, the Certification, the Regulatory Agreement, the Use Agreement, the Amendment, and all other documents evidencing or securing the Capital Advance, in their original form and as amended, are sometimes collectively referred to herein as the "Capital Advance Documents."

C. Pursuant to HUD's review of the Owner's certified statement of the actual cost of the construction of the Project, HUD and Owner have agreed to increase the amount of the Capital Advance by the amount of Four Hundred Forty Seven Thousand and Five Hundred Dollars (\$447,500.00), pursuant to which the aggregate amount of the Capital Advance shall be increased to Nine Million Nine Hundred Eighty-Eight Thousand and Seven Hundred Dollars (\$9,988,700).

D. The Owner is concurrently entering into a certain Joint Use and Easement Declaration dated of even date herewith by and between the Owner and Beth Anne Foundation, an Illinois not-for-profit corporation, which shall constitute a part of the Property interests subject to the Mortgage and Regulatory Agreement as modified by this Agreement (the "Joint Use and Easement Declaration"), to be recorded concurrently with this instrument in the Recorder's Office of Cook County, Illinois.

E. Simultaneously herewith the Note is being amended as set forth herein to reflect the increase in the Capital Advance, and shall henceforth supercede and control over any terms and provisions to the contrary contained in the Amendment.

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreement by HUD to modify the Capital Advance Document, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Principal Amount of Capital Advance. The principal amount of the Capital Advance, as stated in the Mortgage, the Certification, the Regulatory Agreement, and any other Capital Advance Document, is hereby amended to state Nine Million Nine Hundred Eighty-Eight Thousand and Seven Hundred Dollars (\$9,988,700).

2. Reference to Capital Advance Documents. Any reference to the Capital Advance Agreement, the Note, the Mortgage, the Security Agreement, the Certification, the Regulatory Agreement, the Use Agreement, or any other Capital Advance Documents

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contained in any of the Capital Advance Documents shall be deemed to refer to the Capital Advance Agreement, the Note, the Mortgage, the Security Agreement, the Certification or such other Capital Advance Document as amended hereby and as recited herein. The Project and the legal description contained and referenced in the Capital Advance Agreement, the Note, the Mortgage, the Security Agreement, the Certification, the Regulatory Agreement, the Use Agreement, and any other Capital Advance Documents shall be deemed to refer to the Joint Use and Easement Declaration, as if such reference were stated explicitly in such instruments, and the grant of interests in said documents shall henceforth include by this reference all such interests under the Joint Use and Easement Declaration.

3. Capital Advance Document Remain in Full Force and Effect. Except as expressly modified by the Agreement, the Capital Advance Agreement, the Note, the Mortgage, the Security Agreement, the Certification, the Regulatory Agreement, the Use Agreement and each of the other Capital Advance Documents remain and shall continue in full force and effect.

4. Captions. The captions used in this Agreement are used only as a matter of convenience and for reference and in no way define, limit or described its scope or intent.

5. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BETH-ANNE EXTENDED LIVING, an Illinois not-for-profit corporation

By: Mary Nelson
Name: Mary Nelson
Its: President

UNITED STATES OF AMERICA, acting by and through the SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By: [Signature]
Its: Authorized Agent

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EXHIBIT A

LEGAL DESCRIPTION

***PARCEL 1:

LOT 5 IN BETH-ANNE SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL 1 FOR PARKING AREA, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, AND MAINTENANCE OF FACILITIES FOR UTILITY PURPOSES, AS CREATED BY JOINT USE AND EASEMENT DECLARATION DATED MARCH 1, 2005 AND RECORDED MARCH 23, 2005 AS DOCUMENT NUMBER OVER LOT 4 IN BETH-ANNE SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.***

COMMONLY KNOWN AS 1143 LAVERGNE AVENUE, CHICAGO, ILLINOIS

PIN # 16-04-404-008

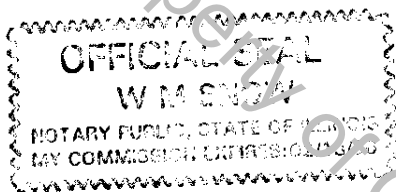
Cook County Clerk's Office

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STATE OF ILLINOIS)
)
 COUNTY OF COOK) ss

On this 23RD day of March, 2005, before me appeared Mary Anderson who being duly sworn did say that she is the duly appointed Authorized Agent and the person who executed the foregoing instrument of the authority vested in him and acknowledged the same to be his free and voluntary act and deed as Authorized Agent for and on half of the SECRETARY OF HOUSING AND URBAN DEVELOPMENT.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my Notarial seal on the day and year last above written.



[Handwritten Signature]

 Notary Public

My Commission Expires: _____

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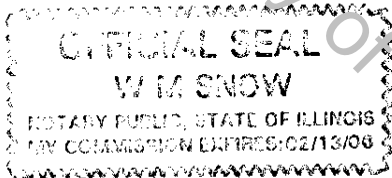
STATE OF ILLINOIS)
)
 COUNTY OF COOK) ss

I W M Snow, a Notary in and for said County, in the State aforesaid, do hereby certify that Mary Nelson, personally known to me to be the President of Beth-Anne Extended Living, an Illinois not-for-profit corporation, appeared before me in person and acknowledged that he, being thereunto duly authorized, signed, sealed with corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 23RD day of March, 2005.

W M Snow

Notary Public



My Commission Expires: _____

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