



THIS DOCUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO: THOMAS S. EISNER 900 Maple Road Homewood, IL 60430

Doc#: 0609643334 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/06/2006 02:01 PM Pg: 1 of 9

MS 22 0658790

LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT is made as of this 29th day of March, 2006, by and between **ALIVIO MEDICAL CENTER, INC.**, an Illinois not-for-profit corporation ("Borrower"); and, **SHOREBANK** ("Lender"),

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WITNESSETH:

WHEREAS, Borrower heretofore borrowed the sum of Three Million Eight Hundred Thousand and 00/100 Dollars (\$3,800,000.00) from **COLE TAYLOR BANK**, an Illinois banking association ("CTB") (the "Loan") pursuant to a Promissory Note dated March 24, 2003 (the "Note"), a copy of which is attached hereto as Exhibit "A", the proceeds of which were used by Borrower pursuant to a Loan and Security Agreement dated March 24, 2003 (the "Loan Agreement"), a copy of which is attached hereto as Exhibit "B"; and,

WHEREAS, the Loan, the Note, and all obligations of Borrower contained therein were secured and collateralized by the following:

a.) Mortgage and Security Agreement dated March 24, 2003 (sometimes, the "Mortgage") executed by Borrower in favor of CTB, recorded in the Cook County, Illinois Recorder's Office April 1, 2003, as document number 0030439013, granting CTB a first mortgage lien encumbering the property commonly known as 966 West 21st Street, Chicago, Illinois, 60608 (the "Real Estate"), and legally described on Exhibit "A" attached to the Mortgage;

b.) Assignment of Leases and Rents dated March 24, 2003 (sometimes, the "Assignment of Rents") executed by Borrower in favor of CTB, recorded in the

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Cook County, Illinois Recorder's Office April 1, 2003, as document number 0030439014, granting CTB a first lien encumbering all the Rents and Assigned Leases, as those terms are defined in the Assignment of Rents, and other assets and collateral of Borrower, as provided in the Assignment of Rents;

c.) Indemnity Agreement Regarding Hazardous Materials and Handicapped Access Laws dated March 24, 2003, executed by Borrower and CTB;

d.) UCC Financing Statement (sometimes, the "Financing Statement") recorded in the Cook County, Illinois Recorder's Office April 1, 2003, as document number 0030439015, granting CTB a first lien encumbering those assets and collateral described on Exhibits "A" and "B" attached to the Financing Statement;

e.) Loan Guarantee Agreement (sometimes, the "Guaranty") dated March 24, 2003, entered into by and between **HEALTH RESOURCES AND SERVICES ADMINISTRATION**, an executive branch department of the government of the United States of America, acting through the Bureau of Primary Health Care ("Guarantor"), and CTB, guaranteeing payment, by Guarantor, of the Loan pursuant to and as provided in the Guaranty;

f.) Borrower's Agreement with Guarantor, dated March 24, 2003, entered into by and between Borrower and Guarantor.

Copies of those documents hereinabove enumerated in paragraphs a.) through f.) are attached hereto as Group Exhibit "C" and are sometimes, collectively with the Note and the Loan Agreement, referred to herein as the "Original Loan Documents"; and,

WHEREAS, CTB, Borrower and Lender, July 28, 2005, entered into an Assignment of Loan and Loan Documents (the "Assignment Agreement"), a copy of which is attached hereto as Exhibit "D", pursuant to which CTB sold, assigned, transferred, conveyed and set over unto Lender all CTB's right, title and interest in and to the Loan and the Original Loan Documents (the "Transfer"); and,

WHEREAS, Guarantor, pursuant to that letter dated July 25, 2005 ("Guarantor's Letter"), a copy of which is attached hereto as Exhibit "E", acknowledged its consent was not required to the Transfer, and to the release of the Strip Parcel, as identified and described in the Original Loan Documents, from the lien granted in the Mortgage, provided

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the Strip Parcel release was completed pursuant to and in compliance with Guarantor's Letter. The Strip Parcel is legally described on Exhibit "F" attached hereto; and,

WHEREAS, all conditions and requirements pursuant to Guarantor's Letter were not complied with prior to the closing of Borrower's sale of the New Strip Parcel, hereinafter described, and Guarantor has now consented to the sale of the New Strip Parcel; and,

WHEREAS, pursuant to the Assignment Agreement and the Transfer, the assignments, from CTB to Lender, of the Mortgage, the Assignment of Rents, and the Financing Statement (collectively, the "Collateral Documents"), copies of which are attached hereto as Group Exhibit "G", were recorded August 1, 2005, in the Cook County, Illinois Recorder's Office; and,

WHEREAS, Borrower has entered into a real estate sale contract for the sale of a portion of the Strip Parcel (the "New Strip Parcel"), and has, in connection therewith, requested that Lender release its liens in the New Strip Parcel granted pursuant to the Original Loan Documents and, thereafter, assigned to Lender. Subsequent to the release of its liens in the New Strip Parcel, the Note and the Loan will remain secured by liens encumbering the Real Estate, excluding therefrom only the New Strip Parcel (the "Remaining Real Estate"). The New Strip Parcel and the Remaining Real Estate are legally described on Exhibit "H" attached hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1.) INCORPORATION OF RECITALS.

The preambles and recitals set forth above are incorporated by reference as though fully set forth herein.

2.) THE NOTE.

The Note shall remain in full force and effect according to its original terms and provisions.

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3.) RELEASE OF LIENS ENCUMBERING THE NEW STRIP PARCEL.

Lender will release the New Strip Parcel from the liens granted Lender pursuant to the Collateral Documents, Borrower acknowledging that the liens granted Lender pursuant to the Collateral Documents shall continue to encumber the Remaining Real Estate pursuant to and as provided in the Original Loan Documents and the Collateral Documents.

4.) THE ORIGINAL LOAN DOCUMENTS.

The Original Loan Documents shall, except as is otherwise provided herein, remain in full force and effect according to their original terms and provisions.

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

SHOREBANK

By: Charlene A. Soby
Charlene A. Soby, Vice-President

ALIVIO MEDICAL CENTER, INC.,
an Illinois not-for-profit corporation

By: _____

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

SHOREBANK

By: _____
_____, Vice-President

ALIVIO MEDICAL CENTER, INC.,
an Illinois not-for-profit corporation

By: Edward T. McNamara
EDWARD T. McNAMARA, TREASURER

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STATE OF ILLINOIS)
) ss.
COUNTY OF C O O K)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on this day Charlene A. Soby personally appeared before me, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be a Vice-President of **SHOREBANK**, and acknowledged that (s)he signed, and delivered the said instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth, and the said instrument was signed, and delivered in the name and in behalf of said corporation by the authority of its Board of Directors as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 29th day of March, 2006.

Laine B. Drogos
NOTARY PUBLIC
(notarial seal)
my commission expires: 11-1-2006



STATE OF ILLINOIS)
)
COUNTY OF C O O K)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on this day _____ personally appeared before me, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be a _____ of **ALIVIO MEDICAL CENTER, INC.**, and acknowledged that (s)he signed, and delivered the said instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth, and the said instrument was signed, and delivered in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of March, 2006.

NOTARY PUBLIC
(notarial seal)
my commission expires: _____

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STATE OF ILLINOIS)
) ss.
COUNTY OF C O O K)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on this day _____ personally appeared before me, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be a Vice-President of **SHOREBANK**, and acknowledged that (s)he signed, and delivered the said instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth, and the said instrument was signed, and delivered in the name and in behalf of said corporation by the authority of its Board of Directors as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of March, 2006.

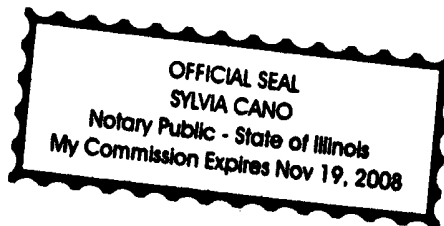
NOTARY PUBLIC
(notarial seal)
my commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF C O O K)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on this day April 4th 2006 personally appeared before me, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be a Edward J. McNamee of **ALIVIO MEDICAL CENTER, INC.**, and acknowledged that (s)he signed, and delivered the said instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth, and the said instrument was signed, and delivered in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 4th day of ~~March~~ April, 2006.

Sylvia Cano
NOTARY PUBLIC
(notarial seal)
my commission expires: 11-19-2008



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EXHIBITS "A", "B", GROUP EXHIBIT "C", "D", "E", "F" AND GROUP EXHIBIT "G"
HAVE BEEN REMOVED FOR PURPOSES OF RECORDING, ONLY.

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EXHIBIT "H"

1. New Strip Parcel Legal Description:

Block 18 (except the North 220.8 feet and except the South 152 feet thereof) in Walsh and McMullin's Subdivision of the South 3/4 of the Southeast 1/4 of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

permanent real estate index number: 17-20-433-006

2. Remaining Real Estate Legal Description:

The South 152 feet of Block 18 in Walsh and McMullin's Subdivision of the South 3/4 of the Southeast 1/4 of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

permanent real estate index number: 17-20-433-006

Property of Cook County Clerk's Office