



Doc#: 0710109064 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/11/2007 01:28 PM Pg: 1 of 12

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Sonnenschein Nath & Rosenthal LLP  
7800 Sears Tower  
233 South Wacker Drive  
Chicago, Illinois 60606  
Attn: Steven B. Kite

Property of Cook County Deeds Office

------(Space above this line for Recorder's use)

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

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Amendment**") is dated as of this 1st day of March, 2007, by and among **CHRISTIAN LIVING CAMPUS, NFP**, an Illinois not-for-profit corporation, having an address at 18601 North Creek Drive, Tinley Park, Illinois 60477 ("**CLC**"); **THE BANK OF NEW YORK TRUST COMPANY, N.A.**, as successor Master Trustee under the below-described Master Trust Indenture, having an address at 227 West Monroe Street, Suite 2600, Chicago, Illinois 60606-5020 (together with any successor or successors as such Master Trustee, the "**Master Trustee**"); and **SOVEREIGN BANK**, a federal savings bank, having an address at 75 State Street, Boston, Massachusetts 02109 (together with its successors and assigns, the "**Bank**") (the Master Trustee and the Bank being, collectively, the "**Mortgagees**").

RECITALS

A. CLC executed that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May 1, 2006 (the "**Original Mortgage**") in favor of Mortgagees, which was recorded on May 10, 2006, with the Cook County, Illinois Recorder of Deeds Office as Document No. 00613039075, which Mortgage encumbers certain real and personal property (the "**Property**"), the real property of which is more particularly described in Exhibit A attached hereto.

B. The Mortgage secures performance by CLC of its obligations under (i) that certain Master Trust Indenture dated as of October 1, 2004 among CLC, Christian Healthcare Foundation, NFP (the "**Foundation**") and Rest Haven Illiana Christian Convalescent Home ("**Rest Haven**") and the Master Trustee (as same may be amended and/or supplemented from time to time, the "**Master Trust Indenture**"), (ii) that certain Reimbursement Agreement dated

9900 36272 NL

BOX 15

Ticor Title Insurance

1700

# UNOFFICIAL COPY

as of October 1, 2004 (as same may be amended and/or supplemented from time to time, the “**Illinois Reimbursement Agreement**”) among CLC, the Foundation, Rest Haven and the Bank, and (iii) that certain Reimbursement Agreement dated as of November 1, 2004 among CLC, the Foundation and Rest Haven and the Bank, (as same may be amended and/or supplemented from time to time, the “**Michigan Reimbursement Agreement**,” and together with the Illinois Reimbursement Agreement, the “**Sovereign Reimbursement Agreements**”), which obligations respectively are referred to in the Mortgage as the Master Trust Indenture Obligations and the Reimbursement Obligations. The aggregate principal amount of Obligations (as defined in the Master Trust Indenture) issued and Outstanding (as defined in the Master Trust Indenture) under the Master Trust Indenture as supplemented immediately prior to the date hereof is \$51,983,453.

C. CLC, the Foundation, Rest Haven and the Master Trustee have executed that certain First Supplemental Master Trust Indenture (the “**First Supplemental Master Trust Indenture**”), Second Supplemental Master Trust Indenture (the “**Second Supplemental Master Trust Indenture**”) and Third Supplemental Master Trust Indenture (the “**Third Supplemental Master Trust Indenture**”) and, together with the Master Trust Indenture, the First Supplemental Master Trust Indenture, the Second Supplemental Master Trust Indenture, the hereinafter defined Fourth Supplemental Master Trust Indenture, and the hereinafter defined Fifth Supplemental Master Trust Indenture, the “**Master Indenture**”).

D. Concurrently herewith, CLC, the Foundation, Rest Haven, Haven Park Christian Housing and Nursing Association of Zeeland (“**Haven Park**”) and the Master Trustee have executed that certain Fourth Supplemental Master Trust Indenture dated as of March 1, 2007 (the “**Fourth Supplemental Master Trust Indenture**”), pursuant to which Haven Park became a Member of the Obligated Group and issued certain Obligations thereunder to secure certain Indebtedness of Haven Park.

E. Concurrently herewith, CLC, the Foundation, Rest Haven, Haven Park and the Master Trustee have executed that certain Fifth Supplemental Master Trust Indenture dated as of March 1, 2007 (the “**Fifth Supplemental Master Trust Indenture**”) which, among other things, increases the aggregate principal amount of Obligations issued and Outstanding under the Master Indenture to \$56,537,152.

F. The parties hereto desire to amend the Mortgage by (i) modifying the terms thereof to such extent as may be provided below, and (ii) expressly recognizing and affirming the continuing effectiveness and priority of the lien or charge of said Mortgage, as supplemented herein, following the execution of the Fifth Supplemental Master Trust Indenture as to all sums at any time owing under the Master Indenture.

## AGREEMENT

NOW THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Mortgage is hereby modified to provide that said Mortgage secures the increased aggregate principal amount of Obligations issued and Outstanding under the Master Indenture to \$56,537,152.

# UNOFFICIAL COPY

2. No present or future rights, remedies, benefits or powers belonging or accruing to Mortgagees, as beneficiaries under the Mortgage, whether arising out of the Mortgage, the Master Trust Indenture, the First Supplemental Master Trust Indenture, the Second Supplemental Master Trust Indenture, the Third Supplemental Master Trust Indenture, the Fourth Supplemental Master Trust Indenture, the Fifth Supplemental Master Trust Indenture or the Reimbursement Agreements, shall be affected, prejudiced, limited or restricted hereby.

3. The Mortgage, as supplemented herein, is hereby incorporated herein in its entirety by this reference, and CLC and Mortgagees jointly affirm and agree that said Mortgage, as supplemented, secures the full performance of each and every obligation set forth in the Master Trust Indenture, the First Supplemental Master Trust Indenture, the Second Supplemental Master Trust Indenture, the Third Supplemental Master Trust Indenture, the Fourth Supplemental Master Trust Indenture, the Fifth Supplemental Master Trust Indenture and the Reimbursement Agreements, and continues to be effective as, and to constitute, a first and priority lien and charge on the secured Property to the full extent of all obligations secured thereby.

4. In addition, CLC hereby represents and warrants to Mortgagees as follows:

(a) All representations and warranties contained in the Mortgage, the Master Trust Indenture, the First Supplemental Master Trust Indenture, the Second Supplemental Master Trust Indenture, the Third Supplemental Master Trust Indenture, the Fourth Supplemental Master Trust Indenture, the Fifth Supplemental Master Trust Indenture and the Reimbursement Agreements are incorporated herein by reference as if made by CLC as of the date hereof and are true and correct on and as of the date of this Amendment as if made on the date hereof and after giving effect hereto;

(b) No default, breach, or failure of condition or event which with giving of notice or passage of time would constitute a default has occurred, under the Mortgage, the Master Trust Indenture, the First Supplemental Master Trust Indenture, the Second Supplemental Master Trust Indenture, the Third Supplemental Master Trust Indenture, the Fourth Supplemental Master Trust Indenture, the Fifth Supplemental Master Trust Indenture or the Reimbursement Agreements; and

(c) The execution and delivery of this Amendment and compliance with its terms will not result in a breach of any of the terms or conditions of, or result in the imposition of any lien, charge, or encumbrance upon any properties of CLC pursuant to, or constitute a default (with due notice or lapse of time or both) or result in the occurrence of an event for which any holder of any indebtedness of CLC may declare the same due and payable under, any indenture, agreement, order, judgment, or instrument to which CLC may be a party or by which CLC or its property may be bound or affected, and will not violate in any material respect any provision of applicable law, rule, regulation, or order.

# UNOFFICIAL COPY

5. CLC shall pay all costs and similar expenses in connection with this Amendment, including, without limitation, Mortgagees' legal fees and expenses incurred in connection therewith.
6. This Amendment shall not prejudice any present or future rights, remedies, benefits or powers belonging or accruing to the Mortgagees under the terms of the Mortgage, as supplemented herein.
7. All of the grants, obligations, covenants, agreements, terms, provisions and conditions herein shall apply to, bind and inure to the benefit of the heirs, administrators, executors, legal representatives, successors and assigns of CLC, and the endorsees, transferees, successors and assigns of the Mortgagees.
8. In the event of any conflict between the terms of the Mortgage, the Master Trust Indenture, the First Supplemental Master Trust Indenture, the Second Supplemental Master Trust Indenture, the Third Supplemental Master Trust Indenture, the Fourth Supplemental Master Trust Indenture, the Fifth Supplemental Master Trust Indenture or the Reimbursement Agreements and the provisions of this Amendment, the terms of this Amendment shall control.
9. The execution hereof by Mortgagees shall not in any way constitute an estoppel of and/or waiver by Mortgagees of any and all existing defaults under the Mortgage, the Master Trust Indenture, the First Supplemental Master Trust Indenture, the Second Supplemental Master Trust Indenture, the Third Supplemental Master Trust Indenture, the Fourth Supplemental Master Trust Indenture, the Fifth Supplemental Master Trust Indenture or the Reimbursement Agreements, whether or not known to Mortgagees as of the date of execution hereof. Mortgagees hereby expressly reserve any and all of their rights under the Mortgage, the Master Trust Indenture and the Reimbursement Agreement as to any defaults that may exist under any of the Mortgage, the Master Trust Indenture, the First Supplemental Master Trust Indenture, the Second Supplemental Master Trust Indenture, the Third Supplemental Master Trust Indenture, the Fourth Supplemental Master Trust Indenture, the Fifth Supplemental Master Trust Indenture or the Reimbursement Agreements as of the date hereof.
10. This Amendment may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.
11. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.
12. CLC AND MORTGAGEES WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER (i) THIS AMENDMENT, THE MORTGAGE, THE MASTER TRUST INDENTURE, THE FIRST SUPPLEMENTAL MASTER TRUST INDENTURE, THE SECOND SUPPLEMENTAL MASTER TRUST INDENTURE, THE THIRD SUPPLEMENTAL MASTER TRUST INDENTURE, THE FOURTH SUPPLEMENTAL MASTER TRUST INDENTURE, THE FIFTH SUPPLEMENTAL

# UNOFFICIAL COPY

MASTER TRUST INDENTURE, THE REIMBURSEMENT AGREEMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR (ii) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THE MORTGAGE, THE MASTER INDENTURE OR THE REIMBURSEMENT AGREEMENTS. CLC AND MORTGAGEES AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[Signature page follows]

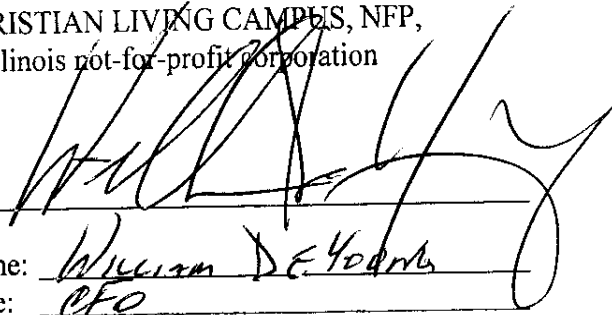
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Mortgage as of the date first above written.

**CLC:**

CHRISTIAN LIVING CAMPUIS, NFP,  
an Illinois not-for-profit corporation

By:   
Name: William D. York  
Title: CFO

**MORTGAGEES:**

THE BANK OF NEW YORK TRUST  
COMPANY, N.A., as successor Master Trustee, as  
aforesaid

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SOVEREIGN BANK, a federal savings bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Mortgage as of the date first above written.

**CLC:**

CHRISTIAN LIVING CAMPUS, NFP,  
an Illinois not-for-profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MORTGAGEES:**

THE BANK OF NEW YORK TRUST  
COMPANY, N.A., as successor Master Trustee, as  
aforesaid

By: Daryl Pomykala

Name: Daryl Pomykala

Title: Authorized Officer

SOVEREIGN BANK, a federal savings bank

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Mortgage as of the date first above written.

**CLC:**

CHRISTIAN LIVING CAMPUS, NFP,  
an Illinois not-for-profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MORTGAGEES:**

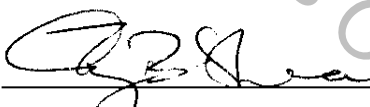
THE BANK OF NEW YORK TRUST  
COMPANY, N.A., as successor Master Trustee, as  
aforesaid

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SOVEREIGN BANK, a federal savings bank

By: 

Name: TOBY B. SHEA

Title: SVP

Property of Cook County Clerk's Office



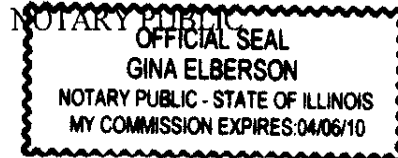
# UNOFFICIAL COPY

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, Gina Elberson, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William Belyung, as CFO of CHRISTIAN LIVING CAMPUS, NFP, an Illinois not-for-profit corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such CFO of said company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this 7<sup>th</sup> day of March, 2007.

Gina Elberson



My commission expires:

# UNOFFICIAL COPY

STATE OF ILLINOIS )

) SS

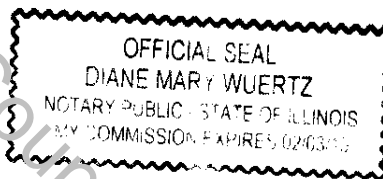
COUNTY OF COOK)

I, Diane Mary Wuertz, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daryl Pomykala, as Authorized Officer of THE BANK OF NEW YORK TRUST COMPANY, N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Officer of said bank, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this 8th day of March, 2007.

*Diane Mary Wuertz*  
NOTARY PUBLIC

My commission expires:



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF MA)  
) SS  
COUNTY OF Suffolk)

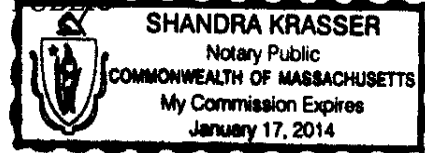
I, Shandra Krasser, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Toby Shea, as SVP of SOVEREIGN BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such verified by of said bank, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this 15 day of March, 2007.

Shandra Krasser  
NOTARY PUBLIC

My commission expires:

01/17/14



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF LAND

**16300 LOUIS AVENUE, SOUTH HOLLAND, IL  
(HOLLAND HOME AND REST HAVEN SOUTH)**

PARCEL 1:

LOTS 1 AND 2 IN HOLLAND HOME SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 12.65 ACRES OF THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE RIGHT OF WAY OF THE CHICAGO AND EASTERN ILLINOIS RAILROAD COMPANY (EXCEPT THE NORTH 33.0 FEET OF THE EAST 330.0 FEET THEREOF AND EXCEPT THE EAST 297.0 FEET LYING SOUTH OF THE NORTH 33.0 FEET THEREOF) IN COOK COUNTY, ILLINOIS;

ALSO

PARCEL 2:

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE RIGHT OF WAY OF THE CHICAGO AND EASTERN ILLINOIS RAILWAY COMPANY (EXCEPTING THEREFROM THE NORTH 12.65 ACRES THEREOF AND ALSO EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THAT PART THEREOF LYING EAST OF THE WEST LINE OF LOUIS AVENUE, AS HERETOFORE DEDICATED BY DOCUMENT NO. 20358822 DATED DECEMBER 19, 1967) IN COOK COUNTY, ILLINOIS.

PIN: 29-22-103-033-0000  
29-22-103-034-0000  
29-22-103-036-0000