



FIFTH AMENDMENT TO LOAN AGREEMENT

THIS AMENDMENT, dated as of April 30, 1998, is entered into between CIRCLE URBAN MINISTRIES, an Illinois not-for-profit corporation, and CIRCLE CHRISTIAN DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation ("Borrowers"), and LASALLE NATIONAL BANK (the "Bank").

A. The parties have previously entered into a Loan Agreement dated as of April 1, 1992, as amended by a First Amendment dated as of March 1, 1994, as amended by a Second Amendment dated April 1, 1995, as amended by a Third Amendment dated as of April 30, 1996, and as amended by a Fourth Amendment dated as of April 30, 1998 (collectively the "Agreement").

B. The parties desire to amend the Agreement for the purpose of extending the maturity date, all in accordance with the terms and provisions set forth herein.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Extension of Maturity Date. Borrowers have previously delivered to Lender a Modification Revolving Note date as of April 30, 1996 ("Note"). The Note is hereby modified and extended to provide that it shall become due on April 30, 1999, and a final payment equal to the total principal balance then remaining unpaid, plus interest, shall be paid on April 30, 1999.

2. No Other Modification. Other than the extension of the maturity date as provided above, the Loan Agreement and Note, as previously modified, remain unmodified, and Borrowers will comply with each and every covenant and agreement contained therein, including the agreement to pay interest on the first day of each month.

3. Representations. In order to induce the Bank to execute and deliver this Amendment, Borrowers hereby represent to Bank that as of the date hereof and as of the time that this Amendment becomes effective, as follows:

(a) each of the representations and warranties set forth in Section 5 of the Agreement is, and shall be and remain, true and correct (with the exception that the representations contained in Section 5C shall be deemed to refer to the most recent financial statements of the Borrowers delivered to the Bank);



Return to
Kimberly K. Enders, Esq
100 West Monroe St #1500
Chgo, Ill. 60603

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(b) Borrowers are, and shall be and remain, in full compliance with all of the terms and conditions of the Agreement and other loan documents, and no event of default has occurred under the Agreement or any document in connection therewith; and

(c) no fact or circumstance exists which with the lapse of time, the giving of notice or both would constitute an event of default under the Agreement.

4. Expenses. The Borrowers shall pay all costs and expenses in connection with the preparation of all loan documents for the Loan evidenced hereby, the collection and enforcement of this Agreement, the Note and the other instruments and documents to be delivered hereunder, including, without limitation, attorneys' fees and expenses, and the time charges of attorneys who are employees of the Bank or any affiliate of the Bank. The fees, filing fees and other costs in connection with the execution and delivery of this Agreement, the Note and the other instruments and documents to be delivered hereunder, and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes.

5. Continuing Effect. Except as hereinabove specifically amended, all other provisions of the Agreement shall remain in full force and effect.

6. Effectiveness. This Amendment shall be effective as of the date hereof, but only when the Bank shall have received, and accepted, a fully executed copy of this Amendment.

7. Year 2000 Readiness: Borrowers and their subsidiaries have reviewed the areas within their business and operations which could be adversely affected by, and have developed or are developing a program to address on a timely basis, the "Year 2000 Problem" (that is, the risk that computer applications used by Borrowers and their subsidiaries may be unable to recognize and perform properly date-sensitive functions involving certain dates prior to and any date on or after December 31, 1999), and have made related appropriate inquiry of material suppliers and vendors. Based on such review and program, Borrowers believe that the "Year 2000 Problem" will not have a material adverse effect on Borrowers. From time to time, at the request of the Lender, Borrowers and their subsidiaries shall provide to Lender such updated information or documentation as is requested regarding the status of their efforts to address the "Year 2000 Problem."

IN WITNESS WHEREOF, this Amendment has been signed as of the date first above appearing.

CIRCLE URBAN MINISTRIES

By: [Signature]
Its Director of Operations

ATTEST:

By: Shirley N. Jackson
Its Resource development director

CIRCLE CHRISTIAN DEVELOPMENT CORPORATION

By: [Signature]
Its EXECUTIVE DIRECTOR

ATTEST:

By: Shelie Cotton
Its Asset Manager

LASALLE NATIONAL BANK

By: [Signature]
Its First Vice President

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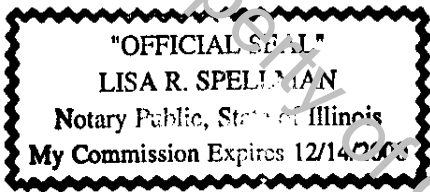
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STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Murray Sitte and Shirley N. Jackson, Director of Operations and Resource Development Director, respectively, of Circle Urban Ministries, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 12/30, 1998.

Lisa R. Spellman
Notary Public

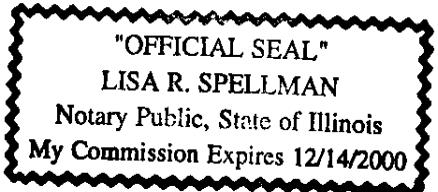


STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that John Padour and Lillie Cotton, Executive Director, and Asset Manager, respectively, of Circle Christian Development Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 12/30, 1998.

Lisa R. Spellman
Notary Public



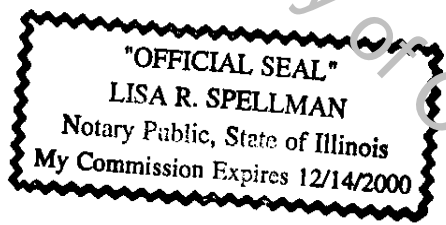
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Pamela Daniels, First Vice President of LaSalle National Bank, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said LaSalle National Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 12/30, 1998.

Lisa R. Spellman
Notary Public



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LEGAL DESCRIPTION

Lots 39 and 40 in Block 1 in Henry Waller's Subdivision of South 43-3/4 Acres of the East 1/2 of the South East 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

COMMONLY KNOWN AS: 130 N. Central Avenue, Chicago, Illinois
P.I.N.: 16-08-417-021

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