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Doc#: 0901303073 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/13/2009 04:25 PM Pg: 1 of 8

This Document Prepared By
and After Recording Return To:

Lorelle L. Lindo
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

853729-1AC1

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RECORDER'S USE ONLY

FIRST SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This First Supplement to Mortgage and Security Agreement with Assignment of Rents (this "*Supplement*") is dated as of November 26, 2008 from ELIM CHRISTIAN SERVICES, an Illinois not-for-profit corporation (the "*Mortgagor*"), with its principal place of business and mailing address at 13020 South Central Avenue, Palos Heights, Illinois 60463, to JPMORGAN CHASE BANK, N.A., a national banking association, with its principal place of business and mailing address at IL1-1228, 10 South Dearborn Street, Chicago, Illinois 60603 (hereinafter referred to as "*Mortgagee*");

WITNESSETH THAT:

WHEREAS, Mortgagor did heretofore execute and deliver to Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated as of August 23, 2007, and recorded in the Office of the County Recorder of Cook County, Illinois on August 27, 2007 as Document No. 0723910101 (as amended and supplemented from time to time the "*Mortgage*") encumbering the property described therein, in order to secure certain indebtedness of Mortgagor now or from time to time owing to Mortgagee; and

WHEREAS, the Mortgage currently secures (i) the obligations of Mortgagor to reimburse Mortgagee (hereinafter referred to collectively as the "*Reimbursement Obligations*") for any drawings made under the irrevocable transferable letter of credit in the original stated amount of \$15,143,836.00 issued by the Mortgagee for the account of the Mortgagor (such letter of credit, as amended, and any and all letters of credit issued in renewal thereof or in substitution or replacement therefor, being hereinafter referred to as the "*Letter of Credit*") pursuant to that certain Reimbursement Agreement dated as of August 1, 2007 (the "*Reimbursement Agreement*") between the Mortgagor and the Mortgagee, (ii) a revolving credit facility (the "*Revolving Credit*") for revolving loans up to an aggregate amount of \$3,000,000 with advances under the Revolving Credit evidenced by a Revolving Note of Mortgagor, payable to the order of the Mortgagee, dated as of August 23, 2007 and maturing no later than November 30, 2008, and

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bearing interest thereon at the rates and payable at the times provided in that certain Credit Agreement between the Mortgagor and the Mortgagee dated as of August 23, 2007 (such Credit Agreement as may be from time to time amended, herein referred to as the "*Credit Agreement*"), and (iii) any Hedging Liability as such term is defined in the Mortgage; and

WHEREAS, the Mortgagor and the Mortgagee have, concurrently herewith, entered into that certain First Amendment to Credit Agreement and Reimbursement Agreement dated as of November 26, 2008 (the "*Amendment*"), which amends the Credit Agreement to, among other things, (i) increase the Revolving Credit to an aggregate principal amount equal to \$4,000,000 with advances under the Revolving Credit to be evidenced by a certain Revolving Note of the Mortgagor in the principal amount of \$4,000,000 payable to the Mortgagee dated as of November 26, 2008 (such promissory note and any and all other promissory notes issued in renewal hereof or in substitution or replacement therefor being herein collectively referred to as the "*Note*") and (ii) extend the Termination Date of the Revolving Credit to November 27, 2009; and

WHEREAS, as a condition precedent to entering into the Amendment and making certain other financial accommodations to the Mortgagor, the Mortgagee requires the Mortgagor, and to accommodate that requirement the Mortgagor desires by this Supplement, to confirm and assure that all the real estate and other properties, rights, interests and privileges of the Mortgagor which are currently subject to the lien of the Mortgage be and constitute collateral security for the indebtedness which is evidenced by the Note, the Letter of Credit and the Hedging Liability; and

WHEREAS, the Mortgage is to continue to secure all the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

NOW, THEREFORE, for and in consideration of the execution and delivery by Mortgagee of this Supplement and other good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgagor and the Mortgagee do hereby mutually promise and agree as follows, to wit:

To secure (i) the payment of the Reimbursement Obligations as and when the same become due and payable (whether by lapse of time, acceleration or otherwise), (ii) the payment of the Note as and when the same become due and payable (whether by lapse of time, acceleration or otherwise) and all advances now or hereafter evidenced thereby, (iii) the payment of all sums due or owing with respect to Hedging Liability, (iv) the payment of all other indebtedness, obligations and liabilities which the Mortgage secures pursuant to any of its terms and (v) the observance and performance of all covenants and agreements contained in the Mortgage, the Credit Agreement, the Reimbursement Agreement, the Note and in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities described in clauses (i), (ii), (iii), (iv) and (v) above being hereinafter collectively referred to as the "*indebtedness hereby secured*"), the Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto the Mortgagee, its successors and assigns, and does hereby grant to the Mortgagee, its successors and assigns, a security interest in, all and singular

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that certain real estate lying and being in Cook County in the State of Illinois described on Schedule I attached hereto and made a part hereof, together with all of the properties, rights, interests and privileges described in Granting Clauses I through VII, both inclusive, of the Mortgage, each and all of such Granting Clauses being hereby incorporated by reference herein with the same force and effect as though set forth herein in their entirety. The foregoing grant of a lien is in addition to and supplemental of and not in substitution for the grant of the lien created and provided by the Mortgage, and nothing herein contained shall affect or impair the lien or priority of the Mortgage as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

In order to induce the Mortgagee to enter into the Amendment and to induce the Mortgagee to accept this Supplement, the Mortgagor hereby further covenants and agrees with, and represents and warrants to, the Mortgagee as follows:

1. It is hereby agreed that all the indebtedness evidenced by the Note and the other indebtedness hereby secured shall be secured by the Mortgage in the same manner as if such indebtedness had been specifically described therein as indebtedness secured thereby.

2. The Mortgagor hereby acknowledges and agrees that the fifth "WHEREAS" clause of the Mortgage shall be amended and restated in its entirety as follows:

WHEREAS, Mortgagee has agreed to make loans and other credit arrangements available to Mortgagor in the principal sum of Four Million Dollars (\$4,000,000) as evidenced by that certain Revolving Note dated as of November 26, 2008 and payable to the order of Mortgagee whereby Mortgagor promises to pay said principal sum together with interest thereon prior to maturity at the rate per annum and at the times therein provided in that certain Credit Agreement dated as of the date hereof between the Mortgagor and the Mortgagee (as amended and supplemented from time to time, the "Credit Agreement"), with a final maturity of all principal and interest not required to be sooner paid of November 27, 2009 (such promissory note and any and all notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "Note");

3. The Mortgagor hereby acknowledges and agrees that paragraph 29 of the Mortgage shall be amended by deleting the amount "\$18,143,836.00" and inserting the amount "\$19,143,836.00" in lieu thereof.

4. The Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct in all material respects and that no Event of Default (as such term is defined in the Mortgage), or any other event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Supplement. The Mortgagor hereby repeats and reaffirms all covenants and agreements contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby. The Mortgagor repeats and

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reaffirms its covenant that all the indebtedness secured by the Mortgage as supplemented hereby will be promptly paid as and when the same becomes due and payable.

5. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage as supplemented hereby, all to the end that any capitalized terms defined herein and used in the Mortgage as supplemented hereby shall have the same meanings in the Mortgage as supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the term "*indebtedness hereby secured*" shall be deemed references to all the indebtedness obligations and liabilities secured by the Mortgage as supplemented hereby.

6. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby.

7. The Mortgagor acknowledges and agrees that the Mortgage as supplemented hereby is and shall remain in full force and effect, and that the Mortgaged Premises are and shall remain subject to the lien and security interest granted and provided for by the Mortgage for the benefit and security of all the indebtedness hereby secured. Without limiting the foregoing, the Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the Mortgage, (ii) all obligations of the Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Supplement shall constitute and be, among other things, an acknowledgement and continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and of the obligations of the Mortgagor to Mortgagee, which exist under the Mortgage as supplemented hereby.

8. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

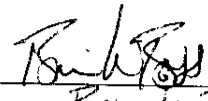
9. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage in any of such to be deemed to be a reference to the Mortgage as supplemented hereby. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

10. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of the Mortgagor, or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

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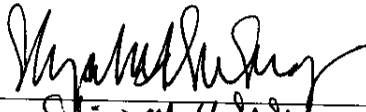
IN WITNESS WHEREOF, the Mortgagor has caused these presents to be duly executed the day and year first above written.

ELIM CHRISTIAN SERVICES

By: 
Name: Brian W. Boss
Its: Director of Finance

Accepted and agreed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.

By: 
Name: Elizabeth M. [unclear]
Its: Vice President

Property of Cook County Clerk's Office

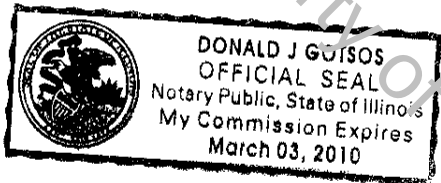
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ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF DEWELL) SS

On this 26th day of November, 2008, before me, a Notary Public, the undersigned officer, personally appeared BREAN BOSS, who acknowledged himself to be the DIRECTOR OF FINANCE of Elim Christian Services, an Illinois not-for-profit corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said company by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Donald J Gotsos
Notary Public

My commission expires:

3-3-2010

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 26th day of November, 2008, by Elizabeth May, the Vice President of JPMorgan Chase Bank, N.A., a national banking association, on behalf of the association.

Given under my hand and Notarial Seal this 26th day of November, 2008.

Irene M. Zion
 Notary Public



IRENE M. ZION
 (Type or Print Name)

(SEAL)

Commission Expires:

July 19, 2010

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SCHEDULE I LEGAL DESCRIPTION

PARCEL 1:

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 8.1127 ACRES THEREOF, (EXCEPTING THEREFROM THE EAST 33 FEET, BEING THE WEST 33 FEET OF CENTRAL AVENUE AND EXCEPT THAT PART IN GALLAGHER'S WOODS, A SUBDIVISION OF THAT PART WEST OF THE CENTER LINE OF THE CREEK) ALSO EXCEPT THE SOUTH 40 FEET LYING WEST OF THE CENTER LINE OF TINLEY CREEK, BEING 131ST STREET, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3, 4 AND 5 IN GALLAGHER'S WOODS, A SUBDIVISION OF THAT PART WEST OF THE CENTER LINE OF THE CREEK OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 (EXCEPT THE NORTH 32.45088 ACRES THEREOF) OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Property Address: 131st Street, Palos Heights 60463
P.I.N. Nos.: 24-32-202-002-0000, 24-32-202-004-0000, 24-32-202-006-0000,
24-32-202-007-0000, 24-32-202-014-0000, 24-32-202-015-0000,
24-32-202-016-0000