UNOFFICIAL COPY

This Document Prepared By and After Recording Return To:

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

694 46dor 1



Doc#: 1106234085 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/03/2011 01:33 PM Pg: 1 of 8

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

FOURTH SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This Fourth Supplement to Mortgage and Security Agreement with Assignment of Rents (this "Supplement") is dated as of January 28, 2011 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, Polos 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 September 5, 2007, and recorded in the Office of the County Recorder of Cook County, Illinois on September 12, 2007 as Document No. 0725541085, as amended by that certain First Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of November 26, 2008 and recorded in the Office of the County Recorder of Cook County, Illinois on January 13, 200° as Document No. 0901303074, as further amended by that certain Second Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of November 27, 2009, and recorded in the Office of the County Recorder of Cook County, Illinois on April 5, 2010 as Document No. 1009533042, and as further amended by that certain Third Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of January 29, 2010, and recorded in the Office of the County Recorder of Cook County, Illinois on May 14, 2010 as Document No. 1013433005 (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

UNOFFICIAL COPY

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 \$4,000,000 with advances under the Revolving Credit evidenced by a Revolving Note of Mortgagor, payable to the order of the Mortgagee, dated as of November 26, 2008 and maturing no later than January 31, 2011, and 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 way be from time to time amended, herein referred to as the "Credit Agreement"), and (iii) any Herlging Liability as such term is defined in the Mortgage; and

WHEREAS, the Mortgagor and the Mortgagee have, concurrently herewith, entered into that certain Fourth Amendment to Credit Agreement, Third Amendment to Reimbursement Agreement and Waiver dated as of January 28, 2011 (the "Amendment"), which amends the Credit Agreement to, among other things, extend the Termination Date of the Revolving Credit; and

WHEREAS, the parties hereto desire to bring the Mortgage into conformity with the Amendment:

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 Mortgage is hereby amended as follows, to wit:

- 1. The Mortgagor hereby acknowledges and agrees that the firth "WHEREAS" clause of the Mortgage shall be amended by deleting the phrase "January 31, 2011" and inserting the phrase "the Termination Date as defined in Section 5.1 of the Credit Agreement" in lieu thereof.
- 2. 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 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.

UNOFFICIAL COPY

- 3. 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.
- 4. 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 No tgage as supplemented hereby.
- 5. The Mo.†gagor 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 indebeaness hereby secured. Without limiting the foregoing, the Mortgagor hereby agrees that, not vith standing 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.
- 6. 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.
- 7. No reference to this Supplement need be made in any note, insurument or other document making reference to the Mortgage, any reference to the Mortgage in 20, 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.
- 8. 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.

1106234085 Page: 4 of 8

UNOFFICIAL COPY

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

ELIM CHRISTIAN SERVICES

	By: Robert Horkor Its: Controller
Accepted and agreed as of the day and y	ear first above written.
	JPMORGAN CHASE BANK, N.A.
O _j c	By:
Ope	
	Its:
94	County
	Its: County Conty

1106234085 Page: 5 of 8

UNOFFICIAL COPY

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

ELIM CHRISTIAN SERVICES

_		
Ė	By:	
	Name:	
	Its:	
Accepted and agreed as of the day and year first above written.		
1	PMorgan Chase Bank, N.A.	
	By: January	
L L	Name: Elicolulu May	
	ts: Vill Mister	
4		
	OUNIL CI	
	2	
	Clork	
	0.	

1106234085 Page: 6 of 8

UNOFFICIAL COPY

ACKNOWLEDGMENT

STATE OF TUTNOTS) COUNTY OF WILL) SS
COUNTY OF WILL)
On this 31 day of Janusy, 2011, before me, a Notary Public, the undersigned officer, personally appeared BOB HOOLY, who acknowledged himself to be the 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 OFFICIAL SEAL My Commission Expires Merch 15, 2014 My commission expires My commission expires:
Notary Public
My commission expires:
03-15-2014
7/2
My commission expires: 03-15-2014

1106234085 Page: 7 of 8

UNOFFICIAL COPY

ACKNOWLEDGMENT

STATE OF ILLINOIS) SS	
COUNTY OF COOK)	
The foregoing instrument was <u>January</u> , 2011, by <u>Flizabeth Was</u> Bank, N.A., a national banking association,	acknowledged before me this <u>38</u> th day of , the <u>Vice President</u> of JPMorgan Chase on behalf of the association.
	teal this 28 day of January, 2011.
TO COMMENT	X wd BAF
<i>y</i>	Notary Public
OFFICIAL SEAL DAVID B. ROBERTS Notary Public - State of Illinois My Commission Expires Aug 31, 2011	Draud B. Roberts
	(Type or Print Name)
(SEAL)	Collin
Commission Expires:	~0 _/ ,
8-31-11	
	David B. Roberts (Type or Print Name)

1106234085 Page: 8 of 8

UNOFFICIAL COPY

SCHEDULE I LEGAL DESCRIPTION

PARCEL 3:

LOT 1.4 IN CATALINA'S COMMERCIAL AND INDUSTRIAL SUBDIVISION OF LOTS 3 AND CIN SILVER LAKE GARDENS UNIT NUMBER 7, A SUBDIVISION OF PART OF THE WEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PPINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2 1973 AS DOCUMENT NUMBER 22532993, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 100 FEET OF LOT 115 IN CATALINA'S COMMERCIAL AND INDUSTRIAL SUBDIVISION OF LOTS 3 A 1D 6 IN SILVER LAKE GARDENS UNIT NUMBER 7, A SUBDIVISION OF PART OF THE WEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PLINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1973 AS DOCUMENT NUMBER 22532993, IN County Clark's Office COOK COUNTY, ILLINOIS.

Property Address:

15565 and 15601 S. 70th Court

Orland Park, Illinois 60462

P.I.N. Nos.:

28-18-310-003-0000

28-18-310-010-0000