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Prepared by and
after recording return to:

David E. Woods
Sidley Austin LLP
One South Dearborn Street
Chicago, Illinois 60603



Doc#: 1111040028 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/20/2011 11:41 AM Pg: 1 of 8

Property of Cook County

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE ("Amendment") is made as of this 21 day of March, 2011, by and between CHILD LINK, INC., an Illinois not for profit corporation ("Mortgagor") and IFF CAPITAL II LLC, an Illinois limited liability company ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the current holder of that certain Promissory Note made by Mortgagor, dated March 17, 2009 in the amount of EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$850,000.00) (the "Note"), evidencing a loan in said amount (the "Initial Loan"), which Note is secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated March 17, 2009 from Mortgagor in favor of IFF, an Illinois not-for-profit corporation (predecessor-in-interest to Mortgagee), and which Mortgage was recorded in the Cook County Recorder's Office on March 19, 2009 as document number 0907818053 (the "Mortgage"), encumbering the real estate commonly known as 1125 S. Western Avenue, Chicago, Illinois, as described in Exhibit A attached hereto and hereby made a part hereof;

WHEREAS, Mortgagor and Mortgagee have executed that certain Amended and Restated Promissory Note, dated of even date herewith ("Amended and Restated Note");

WHEREAS, the parties hereto agree that the Initial Loan is not being repaid and Mortgagee reserves the priority of the Mortgage; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to reflect the agreements set forth herein and in the Amended and Restated Note;

Attorneys' Title Guaranty Fund, Inc.
1 S. Wacker Rd., STE 2400
Chicago, IL 60606
Attn: Search Department

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

1. Amendments to Mortgage. Amendments to Mortgage. The following provisions are hereby added to Section 13 of the Mortgage:

“(g) Mortgagor acknowledges and agrees that (i) the failure of the Mortgagor to constitute a Qualified Active Low-Income Community Business (as defined in Section 45D of the Code), as well as the failure of Mortgagor to provide the certifications and other information that Mortgagee may require in order to confirm and report that the Mortgagor constitutes a Qualified Active Low-Income Community Business, will have a material, adverse effect on Mortgagee; and (ii) accordingly, in the event that any Default shall arise as a result of a breach, violation, or failure to comply with any of the covenants set forth in this Section 13(g) or Mortgagor shall otherwise take any action that would cause Mortgagor to cease to constitute a Qualified Active Low-Income Community Business in the reasonable determination of the Mortgagee, such Default shall be material and shall entitle Mortgagee to exercise any and all remedies available under the Note, this Mortgage, at law or in equity on account of such Default. During the period commencing on the date hereof and ending on the seventh anniversary of the date of the last disbursement under the Note, Mortgagor shall comply with the following:

- (A) Mortgagor shall not discontinue conducting business; materially change the nature of its business; materially change the manner in which its business activities are conducted; or conduct any business or activities in any location other than the Premises, without, in each case, Mortgagor having provided at least sixty (60) days prior written notice to Mortgagee;
- (B) Mortgagor shall maintain records of: (1) the activities and services performed by employees, their wages and the administration of their employment (including where their services are performed and, in instances where such employees also perform services for persons or entities other than Mortgagor, the allocation of their time between Mortgagor and any such other person or entity), evidencing that not less than 50% of the services performed for Mortgagor by its employees are performed at the Premises; (2) the average bases and locations of its owned property and average value and locations of its leased property, evidencing that not less than 50% of its owned and leased tangible property is used at the Premises; and (3) the unadjusted bases of its property generally evidencing that less than 5% of such unadjusted bases is attributable to either collectibles (e.g., including works of art, any rug or antiques, any stamps or coins, any metal or gems or such other property identified in Section 408(m) of the Code) or nonqualified financial property (e.g., including debt, stock, options, futures contracts and annuities or such other property identified in Section 1397C(e) of the Code), all as more fully described in the Borrower Certification Form described below. Mortgagor shall make all such records available to Mortgagee for inspection and copying from time to time (at Mortgagor's expense) as Mortgagee may request;

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- (C) Mortgagor shall provide Mortgagee with a Borrower Certification Form, in substantially the form described below, for each fiscal year no later than 120 days after the end of such fiscal year, which shall evidence compliance with the covenants in subparagraph (B) above and shall otherwise enable Mortgagee to reasonably determine that Mortgagor continues to be a Qualified Active Low-Income Community Business.
- (D) Notwithstanding any provision of the Note to the contrary, Mortgagor shall not be entitled to make any prepayment (in whole or in part) of the principal amount of the Note without providing to Mortgagee at least sixty (60) days' prior written notice of such prepayment."

The following provisions are hereby added to Section 14 of the Mortgage:

"(g) Pursuant to the Borrower Certification Form of Mortgagor dated March ____, 2011, Mortgagor has fully and accurately stated in writing to Mortgagee the nature of Mortgagor's business, and of the goods or services provided, Mortgagor's primary sources of revenue, and Mortgagor's primary expenditures. Mortgagor has no plans or intentions to change the nature or manner in which it will conduct its business or to conduct such business from any other location or premises other than the Premises and the premises described in Section 13(g)(A)(2) and the certification contained in the Borrower Certification Form are true and correct as of the date hereof. Mortgagor has received a copy of Mortgagee's analysis with respect to Mortgagor constituting a Qualified Active Low-Income Community Business and represents and warrants that such analysis is true and correct and complete in all material respects.

(h) Mortgagor is exempt from taxation under Section 501(c) of the Code, and the conduct of the business activities of Mortgagor furthers the tax-exempt purposes of Mortgagor."

2. Mortgage Secures Amendments. The Mortgage shall secure all of the Obligations (as defined in the Mortgage) of Mortgagor under the Note as amended by the Amended and Restated Note.

3. Mortgage Remains in Full Force and Effect. Except to the extent specifically modified by this Amendment, all of the terms and conditions of the Mortgage shall remain in full force and effect. Mortgagor restates and confirms all of the terms and conditions of the Mortgage, as hereby amended, including, without limitation, the representations and warranties made therein, as of the date hereof. Mortgagor further represents and warrants that, as of the date hereof, no default has occurred and is continuing under the Mortgage. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of Mortgagee under the Note as amended by the Amended and Restated Note, or any other document, instrument or agreement executed and/or delivered in connection therewith. All understandings and agreements, whether oral or written, with respect to the subject matter hereof, are merged into this Amendment, which alone fully and completely expresses the agreement between the parties hereto.

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4. Further Assurances. Mortgagor shall, from time to time, at Mortgagee's reasonable request and without further consideration, execute and deliver or cause to be executed and delivered such other instruments of conveyance and transfer and take such other actions as Mortgagee may reasonably require to effectuate the transaction contemplated by this Amendment.

5. Severability. In the event that any of the covenants, agreements, terms or provisions contained in this Amendment shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms and provisions contained herein shall not be in any way affected, prejudiced or disturbed thereby.

6. Headings. The captions and headings of the sections of this Amendment are for convenience only and are not to be considered as defining or limiting in any way, the scope or intent of the provisions hereof.

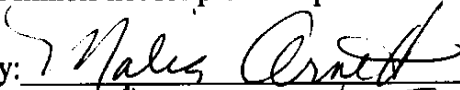
7. Counterparts. This Amendment may be executed in any number of counterparts, any or all of which may contain the signature of only one of the parties, and all of which shall be construed together as a single instrument.

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IN WITNESS WHEREOF, the parties have hereunto executed this Amendment, with authority duly given, as of the date first above written.

MORTGAGOR:


CHILD LINK, INC.,
an Illinois not for profit corporation

By: 
Name: MALIA ARNETT
Its: CEO, PRESIDENT

MORTGAGEE:

IFF CAPITAL II LLC,
an Illinois limited liability company

By: IFF, an Illinois not for profit corporation, its
Managing Member

By: 
Name: LLOYD SHIELDS
Its: CFO

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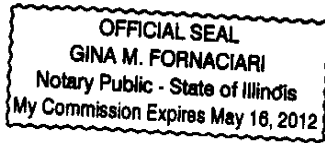
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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that Malia B. Arnett personally known to me to be the
Childlink, CEO of Chicago, an Illinois not for profit corporation,
appeared before me this day in person and acknowledged that, as such
MALIA ARNETT, he/she signed and delivered such instrument as his/her free and
voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and
purposes therein set forth.

Given under my hand and official seal, this 24 day of March, 2011.

Gina M. Fornaciari
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Malia B. Arnett, personally known to me to be the _____ of IFF, an Illinois not for profit corporation, the Managing Member of IFF CAPITAL II LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that, as such _____, he/she signed and delivered such instrument as his/her free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24 day of March, 2011.

Gina M. Fornaciari
Notary Public
My Commission Expires:



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EXHIBIT A

Legal Description

LOTS 11 AND 12 (EXCEPT THAT PART LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 18 TAKEN FOR WIDENING OF WESTERN AVENUE) IN TURNER AND BOND'S SUBDIVISION OF BLOCK 10 IN MORRIS AND OWNERS SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Common Address: 1125 S. Western Avenue, Chicago, Illinois
PIN: 17-18-327-011

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