



Doc#: 1408622083 Fee: \$52.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/27/2014 11:32 AM Pg: 1 of 7

Prepared by and after recording
return to:
The Northern Trust Company
50 South LaSalle, M9
Chicago, Illinois 60603
Attention: John A. Piliponis,
Senior Attorney

The above space for recorder's use only.

MORTGAGE MODIFICATION AGREEMENT

This **MORTGAGE MODIFICATION AGREEMENT** (this "Agreement") is made as of November 25, 2013 by and between:

THE NORTHERN TRUST COMPANY, an Illinois banking corporation ("Mortgagee"); and

SAMARITAS, INC., an Illinois not-for-profit corporation ("Mortgagor").

RECITALS:

I. Mortgagee has previously lent the sum of \$2,400,000 (the "Loan") jointly to Mortgagor and Ada S. McKinley Community Services, Inc. ("Ada"; together with Mortgagor, individually and collectively, "Borrower(s)"), secured by a Commercial Mortgage dated May 24, 2011 executed by Mortgagor only and recorded by the Cook County, Illinois Recorder of Deeds on June 3, 2011 as document no. 1115418058 (the "Mortgage"). Terms defined in the Mortgage have the same meaning in this Agreement unless such terms are otherwise defined in this Agreement.

II. The real estate subject to the Mortgage is commonly known as 1359 West Washington Blvd., Chicago, IL 60607 and is legally described in EXHIBIT A attached hereto and made a part hereof.

III. Mortgagor has requested that with respect to the fiscal year ending June 30, 2013 only, Mortgagee waive Borrowers' noncompliance with Section 5 ("COVENANTS OF MORTGAGOR"), subsection (i) ("Financial Information"), sub-subsection (i) of the Mortgage, as originally set forth in the Mortgage.

IV. Mortgagee is willing to grant such waiver if (as a precondition thereto) Mortgagor and Borrower execute, deliver and perform this Agreement.

S Yes
R Yes
S Yes
M Yes
SC Yes
E No
INT Yes

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NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. Recitals I through III above are incorporated herein as representations and warranties by Mortgagor to Mortgagee.
2. Subsection (i) ("Financial Information") of Section 5 of the Mortgage ("COVENANTS OF MORTGAGE (COR)", is hereby deleted in its entirety and the following is substituted therefor:

(i) Financial Information. Mortgagor shall, and shall cause Ada S. McKinley Community Services, Inc. ("Ada"; together with Mortgagor referred to as "Borrowers") to, provide or cause to be provided to Mortgagee:

(v) Within five calendar months and one day after the end of each fiscal year (which fiscal years shall end on June 30), beginning with the fiscal year ended June 30, 2013 (thus by December 1st 2013 with respect to 2013), and every year thereafter, a certificate signed by both Borrowers demonstrating a minimum annual Debt Service Coverage Ratio of 1.20 to 1 as of each such fiscal year-end, in such form as Mortgagee shall from time to time require. For purposes of this sub-subsection (v):

"Debt Service Coverage Ratio" means the ratio of "Total Borrower Debt" to "Total Borrower Tangible Net Worth."

"Total Borrower Debt" means the sum of all of Ada's and Mortgagor's combined direct and indirect debt, obligations, payables, credit obligations and lease obligations (whether or not capitalized).

"Total Borrower Tangible Net Worth" means Ada's and Mortgagor's combined net worth exclusive of good will and other intangible assets.

Mortgagor agrees, and agrees to cause Ada, to ensure that such Debt Service Coverage Ratio is met each fiscal year beginning with the fiscal year ended June 30, 2013. For the avoidance of doubt, in computing such Debt Service Coverage Ratio, any sum shall not be double-counted, and any intercompany items between Ada and Mortgagor shall be excluded; and (y) the parties' intent is to include also figures and amounts pertaining to Mortgagor's [Samaritas, Inc.'s] properties besides the Premises covered by this Mortgage alone.

(w) Within five months and one day after the end of each fiscal year-end, an annual report of both Borrowers prepared on a consolidated and consolidating basis in conformity with generally accepted accounting principles, applied on a basis consistent with the financial statements of Borrowers dated June 30, 2012, duly certified by

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independent certified public accountants of recognized standing satisfactory to Lender, and accompanied by an opinion without significant qualification.

(x) Within four months after the end of each fiscal year, copies of federal and state income tax returns for both Borrowers.

(y) Within four months after the end of each fiscal year, copies of an annual financial statement for the Premises (to include without limitation a cash flow statement for the Premises) and a rent roll for the Premises as of such fiscal year-end, all in such form as Mortgagee requires.

(z) Promptly from time to time such further information and documents pertaining to either or both Borrowers or the Premises as Lender may reasonably request.

3. Except as expressly hereby modified, all of the terms, covenants and conditions of the Note, the Mortgage, and the other Loan Documents remain unchanged and are hereby ratified and confirmed. Wherever in the Note or other Loan Documents, reference is made to the Mortgage, such reference shall from and after the date hereof be deemed a reference to the Mortgage as hereby waived and modified.

4. Mortgagor confirms, represents, and warrants that:

(a) With respect to the fiscal year ending June 30, 2013 Mortgagor failed to comply with Section 5, subsection (i), sub-subsection (i) of the Mortgage, as originally set forth in the Mortgage.

(b) Mortgagor and Ada have no counterclaims, defenses or setoffs as to their obligations to Mortgagee under the Mortgage, the Note and the other Loan Documents; and.

(c) The Mortgage, Note and other Loan Documents are enforceable against Mortgagor and Ada in accord with their respective terms.

5. This Agreement shall extend to and be binding upon the parties hereto and their heirs, personal representatives, executors, successors and assigns, except that Mortgagor may not assign any rights, duties or obligations hereunder without the express prior written consent of Mortgagee. Wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the others, unless the context requires otherwise. Captions and headings herein are for convenience only and are not to be used to interpret or define the provisions hereof. This Agreement shall be governed by the internal laws of the State of Illinois.

6. Mortgagee may at any time, but need not, record this Agreement in the real estate records of Cook County, Illinois, and may without Mortgagor's consent prepare and attach Exhibit A

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hereto if Exhibit A is not attached upon the execution of this Agreement. Mortgagor acknowledges that this Agreement is binding upon it even if not so recorded.

7. Mortgagor agrees that failure to comply with this Agreement shall be and be deemed an "Event of Default" as defined in the Note and the Mortgage.

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

SAMANTAS, INC., an Illinois not-for-profit corporation ("Mortgagor").

By Theodore M. Swain
Print Name THEODORE M. SWAIN
Its PRESIDENT

THE NORTHERN TRUST COMPANY, an Illinois banking corporation ("Mortgagee")

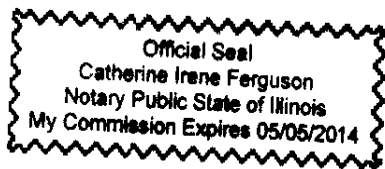
By: G.A. Chris Herbert
Print Name G.A. CHRIS HERBERT
Its SECOND VICE PRESIDENT

STATE OF ILLINOIS)
COUNTY OF COOK DuPage) SS.

The foregoing instrument was acknowledged, subscribed and sworn to before me this 25th day of November, 2013 by G.A. Chris Herbert of THE NORTHERN TRUST COMPANY, an Illinois banking corporation, on behalf of the corporation, for the uses and purposes therein set forth.

Catherine Irene Ferguson
NOTARY PUBLIC

(Seal)



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 22nd day of November, 2013 by Theodore M. Swain, Board President of SAMARITAS, INC., on behalf of such corporation, for the uses and purposes therein set forth.

Tracey L. Stokes
NOTARY PUBLIC

(Seal)



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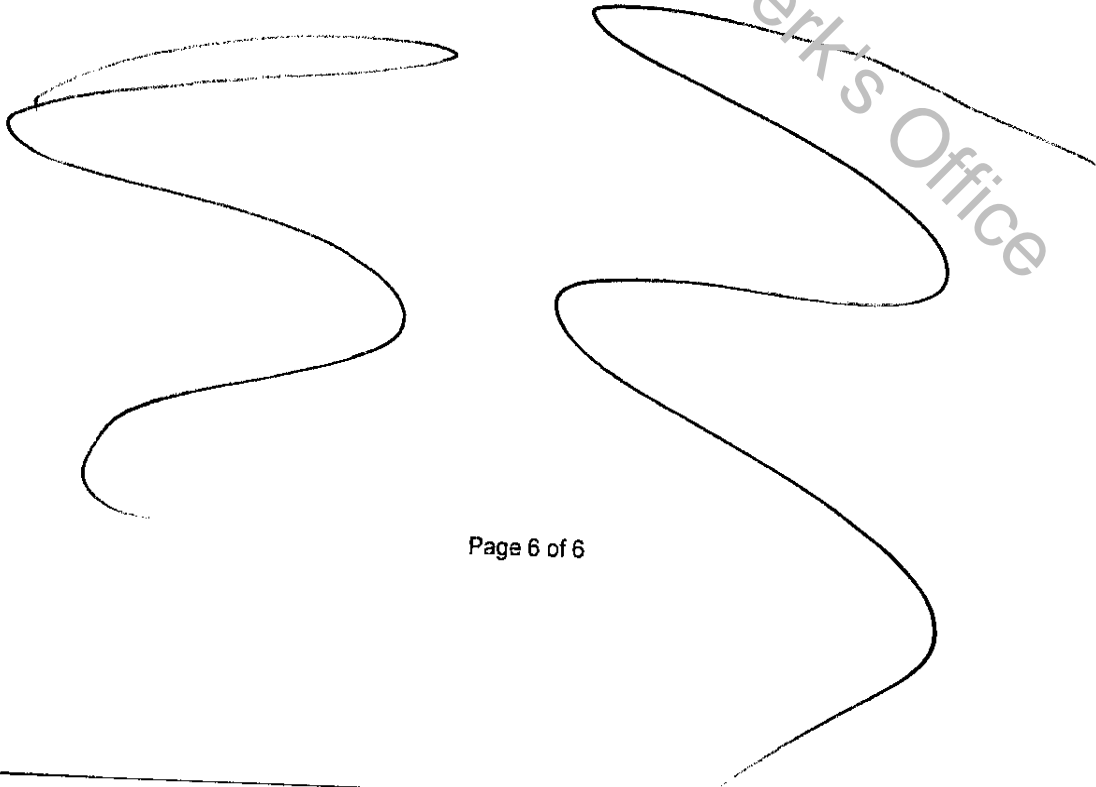
EXHIBIT A

LEGAL DESCRIPTION

Property of Cook County Clerk's Office

Commonly known as:

PIN No. _____



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EXHIBIT "A" -- LEGAL DESCRIPTION

LOT 1 AND THE WEST HALF OF LOT 2 IN BLOCK 6 IN MALCOLM MCNEIL'S SUBDIVISION OF BLOCK 6, 7, & 8 OF WRIGHT'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, ALSO DESCRIBED AS THE WEST 466 FEET OF LOT 7 IN CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1359 West Washington Boulevard, Chicago, IL 60607

PERMANENT INDEX NUMBER 17-08-335-001-0000

17-08-335-002-0000

17-08-335-003-0000