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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/08/2017 11:56 AM PG: 1 OF 11

Above Space for Recorder's Use Only

## **SECOND MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT**

THIS SECOND MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (this "**Modification**") is made as of August 31, 2017, by and between SINAI COMMUNITY INSTITUTE, INC., an Illinois not-for-profit corporation ("**Borrower**") and JEWISH FEDERATION OF METROPOLITAN CHICAGO, an Illinois not-for-profit corporation ("**Lender**"), and pertains to the real estate described in Exhibit A attached hereto and made a part hereof.

### **RECITALS**

A. Borrower, together with its affiliate MOUNT SINAI HOSPITAL MEDICAL CENTER OF CHICAGO, an Illinois not-for-profit corporation ("**Mount Sinai**"; Borrower and Mount Sinai collectively the "**Original Obligors**"), executed and delivered to Lender that certain Indemnification and Pledge Agreement dated March, 1997 (the "**Original Indemnification Agreement**"), wherein the Original Obligors, jointly and severally promised to indemnify, defend and hold harmless the Lender from and against all loss, liability, damage and expense (including reasonable attorneys' fees) of every kind which Lender may suffer, expend or incur under, by reason or in consequence of that certain Absolute Unconditional and Continuing Guaranty of Payment of even date therewith (the "**First Guaranty**") made by Lender in favor of LaSalle Bank National Association, f/k/a LaSalle National Bank, a national banking association ("**LaSalle**"), pursuant to which Lender guaranteed the obligations of the Original Obligors under

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that certain Letter of Credit and Reimbursement Agreement dated March 15, 1997 (“**LC Agreement**”). The LC Agreement and the Original Federation Guaranty were executed and delivered in connection with LaSalle’s issuance of a letter of credit (the “**Letter of Credit**”) to be used as a credit enhancement in connection with the issuance by the Illinois Development Finance Authority (“**IDFA**”) of its Revenue Bonds, Series 1997 (Sinai Community Institute Project) in an aggregate principal amount not to exceed \$5.0 million (the “**Bonds**”) to provide funds to Borrower to (i) pay, or reimburse Borrower for the payment of, the cost of constructing, renovating, remodeling and equipping certain of the facilities owned and operated by or for the benefit of Borrower located at the Premises and known as the Hollenbach Building; (ii) pay a portion of the interest accruing on the Bonds; and (iii) pay certain expenses incurred in connection with the issuance of the Bonds. The Loan Agreement, Trust Indenture and other documents pursuant to which the Bonds are being issued are collectively referred to as the “**Bond Documents**.”

B. To secure the payment of all amounts to become due and owing from, and performance of any and all obligations to be performed by, the Original Obligors under the Original Indemnification Agreement, and all fees and premiums, if any, thereon, and all other sums due thereunder or advanced by Lender and all costs and expenses incurred by Lender in connection with the Original Indemnification Agreement or otherwise in connection therewith, Borrower executed and delivered to Lender that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated March 15, 1997, which was recorded with the Recorder of Deeds of Cook County, Illinois on March 31, 1997 as Document No. 97-216928 (the “**Original Mortgage**”) encumbering the property legally described on Exhibit A attached hereto.

C. Subsequently, LaSalle agreed to make or continue certain loans and financial accommodations to THE MOUNT SINAI COMMUNITY FOUNDATION, an Illinois not-for-profit corporation (“**Foundation**”; Foundation, Borrower and Mount Sinai collectively the “**Obligors**”), Borrower and Mount Sinai as provided under (i) the Credit and Security Agreement, dated April 5, 1995, as amended, between the Foundation and LaSalle, (ii) the Term Note, dated as of May 1, 2001, in the original principal amount of Two Million One Hundred Ninety-Nine Thousand and 00/100 Dollars (\$2,199,000.00) executed by the Foundation and made payable to the order of LaSalle, (iii) the Replacement Promissory Note, dated as of May 1, 2001, in the original principal amount of Three Million Twenty Five Thousand and 00/100 Dollars (\$3,025,000.00) executed by the Foundation and made payable to the order of LaSalle, (iv) the Pledge Agreement dated July 15, 1999 between the Foundation and LaSalle, and (v) the Replacement Revolving Note dated as of May 1, 2001 in the original principal amount of Four Million and 00/100 Dollars (\$4,000,000.00) executed by Mount Sinai and made payable to the order of LaSalle (in each case, as in effect on the date hereof, collectively, the “**Prior Loan Documents**” and, individually, a “**Prior Loan Document**”), on the condition that the Lender execute and deliver the guaranties, each dated as of May 1, 2001 (as now or hereafter renewed, amended, modified or replaced from time to time, the “**Prior Guaranties**”; together with the First Guaranty, collectively, the “**Prior Lender Guaranties**” and, individually, a “**Prior Lender Guaranty**”), guaranteeing, among other things, collection of the Obligors’ indebtedness, liabilities and obligations under the Loan Documents.

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D. In order to induce the Lender to enter into the Prior Guaranties, and as a condition to the Lender's willingness to do so, the Obligors executed and delivered an Amended and Restated Indemnification and Pledge Agreement dated May 1, 2001 ("**Amended and Restated Indemnification Agreement**"), amending and restating in its entirety the Original Indemnification Agreement. In connection therewith Borrower executed and delivered to Lender that certain Modification of Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated May 1, 2001, which was recorded with the Recorder on July 30, 2001 as Document No. 0010685363 (the "**First Mortgage Modification**"; collectively with the Original Mortgage, as amended, the "**Mortgage**") to secure the obligations of the Obligors under the Amended and Restated Indemnification Agreement.

E. In 2012, the Obligors switched their primary banking relationship from LaSalle to JPMorgan Chase Bank, N.A. ("**JPM**") and as a result terminated the 1997 LC Agreement and the Prior Loan Documents. The Obligors and JPM entered into the following agreements: (i) that certain Revolving Loan Agreement dated as of November 19, 2012, as supplemented and amended from time to time (collectively, the "**Revolving Loan Agreement**") between Mount Sinai and JPM (with \$19,500,000.00 currently being outstanding under such agreement), (ii) that certain Term Loan Agreement dated as of November 16, 2012, as supplemented and amended from time to time (collectively, the "**Loan Agreement**") among Mount Sinai, the Foundation and JPM (with \$5,350,956.00 currently being outstanding under such agreement), and (iii) that certain Reimbursement Agreement dated as of November 19, 2012, as supplemented and amended from time to time (collectively, the "**SCI Reimbursement Agreement**") between Borrower and JPM pursuant to which JPM issued its unconditional direct pay letter of credit (the "**SCI LC**") in support of the Bonds (with JPM having issued a \$5,186,667.00 direct pay letter of credit).

F. In order to induce JPM to enter into the Loan Documents, the Federation has guaranteed the obligations of the Obligors to JPM pursuant to (i) that certain Amended and Restated Guaranty Agreement (Revolving Loan Agreement) dated November 30, 2015, executed and delivered by the Guarantor to JPM, as amended or restated from time to time (collectively, the "**Revolving Loan Agreement Guaranty**"), (ii) that certain Amended and Restated Guaranty Agreement (Term Loan Agreement) dated November 30, 2015 executed and delivered by the Guarantor to JPM, as amended or restated from time to time (collectively, the "**Loan Agreement Guaranty**"), and (iii) that certain Amended and Restated Guaranty Agreement dated November 3, 2015 executed and delivered by the Guarantor to JPM, as amended or restated from time to time (collectively, the "**SCI Reimbursement Agreement Guaranty**"; and together with the Revolving Loan Agreement Guaranty and Loan Agreement Guaranty, the "**Guaranties**").

G. In order to induce the Federation to enter into the Guaranties, and as a condition to the Federation's willingness to do so and to confirm, amend, extend or replace such Guaranties from time to time, the Obligors have executed and delivered a Second Amended and Restated Indemnification Agreement dated as of November 30, 2016 (the "**Second Amended and Restated Indemnification Agreement**") amending and restating in its entirety the Amended and Restated Indemnification Agreement. In connection therewith, Lender requires the Mortgage to be further amended and modified so as to secure certain of the obligations of the Obligors under the Second Amended and Restated Indemnification Agreement, subject to the limitations therein.

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## AGREEMENTS

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. Defined Terms. Except as otherwise stated herein, all terms defined in the Mortgage retain the same meaning herein.

3. Amendments. From and after the date of this Modification:

(a) All references in the Mortgage to the “**Loan Documents**” shall mean, collectively, (i) the Loan Agreement and (ii) the SCI Reimbursement Agreement, as each such term is defined in Recital E of this Modification. As used in the Mortgage, as amended hereby, “**Loan Documents**” expressly excludes the Revolving Loan Agreement, as defined in Recital E of this Modification. As used herein, “**Mortgage Secured Obligations**” shall have the meaning ascribed to such term under the Indemnity.

(b) All references in the Mortgage to the “**Indemnity**” shall refer to the “**Second Amended and Restated Indemnification Agreement**” as defined in Recital G of this Modification.

(c) All references in the Mortgage to the “**Federation Guaranty**” shall mean, collectively, (i) the Loan Agreement Guaranty and (ii) the SCI Reimbursement Agreement Guaranty, as each such term is defined in Recital F of this Modification. As used in the Mortgage, as amended hereby, “**Federation Guaranty**” expressly excludes the Revolving Loan Agreement Guaranty, as defined in Recital F of this Modification.

(d) The first sentence of Article II of the Mortgage is hereby deleted and replaced with the following:

**NOW, THEREFORE**, to secure the payment of all amounts to become due and owing from, and performance, of any and all Mortgage Secured Obligations to be performed by, the Obligors under the Indemnity, and all fees and premiums, if any, thereon, and all other sums due thereunder or advanced by Lender and all costs and expenses incurred by Lender in connection with the Mortgage Secured Obligations pursuant to the Indemnity, this Mortgage and the Loan Documents (all such obligations and payments are sometimes referred to herein as the “**indebtedness secured hereby**”) and to secure the observance and performance of the agreements contained herein and in the other Loan Documents, Borrower hereby **GRANTS, BARGAINS, CONVEYS, and MORTGAGES** to Lender, its successors and assigns, forever all of Borrower’s estate, right, title and interest, whether now or hereafter acquired, in and to the Premises, together with the following described property, whether now or hereafter acquired (the Premises, together with a security interest in and a lien on the following described property being hereafter referred to collectively as the “**Mortgaged Property**”), all of which other property is hereby pledged on a parity with the Premises and not secondarily:

(e) The last sentence of Article II of the Mortgage is hereby deleted and replaced with the following:

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If and when the Obligors have satisfied all of the Mortgage Secured Obligations under the Indemnity and the other Loan Documents, if any, and when the Lender has no further liability, fixed or contingent, under or by reason of the Federation Guaranty with respect to the Mortgage Secured Obligations, and the Obligors have no further liability, fixed or contingent, to the Lender with respect to the Mortgage Secured Obligations under the Indemnity, then this Mortgage shall be released at the cost of Borrower, but otherwise shall remain in full force and effect.

(f) Notwithstanding any terms of the Mortgage to the contrary, any reference in the Mortgage to the obligations of the Obligors under the Indemnity shall refer only to the Obligor's obligations with respect to the Mortgage Secured Obligations under the Indemnity. Lender agrees that this Mortgage does not secure, and the Mortgage Secured Obligations expressly exclude, any Lender Losses (as such term is defined in the Indemnity) arising from the Revolving Loan Agreement or Revolving Loan Guaranty.

(g) Notwithstanding the terms of Section 3.09 of the Mortgage to the contrary, Borrower may lease portions of the Property to its affiliates and third parties, provided that all such leases shall be subordinate to the Mortgage. In addition, Lender hereby consents to all leases in effect as of the date hereof with respect to any portion of the Property.

4. Other Encumbrances. Without limiting the provisions of Section 3.09 of the Mortgage, Lender acknowledges that the instruments referenced on Exhibit B attached hereto have been recorded against the Property and hereby consents to the same.

5. Notices. The provisions of Section 5.01 of the Mortgage hereby are amended to add the following addresses for Lender (and to delete the addresses for Lender contained in that section):

To the Lender: Jewish Federation of Metropolitan Chicago  
30 S. Wells Street  
Chicago, IL 60606  
Attention: Vice President, Accounting

with a copy to: Colleen Kelly Gomos, Esq.  
Seyfarth Shaw LLP  
233 S. Wacker Drive, Suite 8000  
Chicago, Illinois 60606-6448

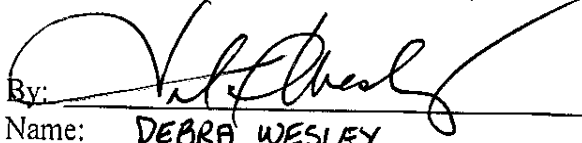
Full Force: Counterparts. Except as modified hereby, the Mortgage remains in full force and effect. This Modification may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

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IN WITNESS WHEREOF, Borrower and Lender have executed this Modification as of the date and year first above written.

**SINAI COMMUNITY INSTITUTE, INC.**

By:   
 Name: DEBRA WESLEY  
 Title: PRESIDENT

**JEWISH FEDERATION OF METROPOLITAN CHICAGO**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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IN WITNESS WHEREOF, Borrower and Lender have executed this Modification as of the date and year first above written.

**SINAI COMMUNITY INSTITUTE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JEWISH FEDERATION OF METROPOLITAN CHICAGO**

By: *[Signature]*  
Name: BOAZ BLONDVITZ  
Title: Assistant Secretary

By: *[Signature]*  
Name: JAMES PINKSTON  
Title: Assistant Secretary

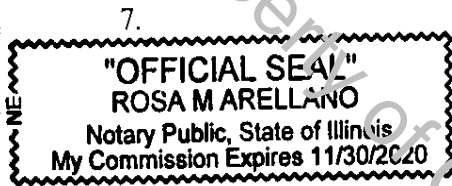
Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Rosa Arellano, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Debra Wesley, personally known to me to be the President of Sinai Community Institute and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being duly authorized, signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31<sup>st</sup> day of August 2017



[Signature]  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the Jewish Federation of Metropolitan Chicago, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being duly authorized, signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, S. Peter Chiswick, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles Weis, personally known to me to be the Executive Vice President and Chief Financial Officer of Sinai Community Institute and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being duly authorized, signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of August 2017

7.

S. Peter Chiswick  
Notary Public

My commission expires: 5/14/20

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

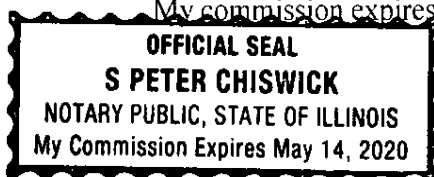


I, S. Peter Chiswick, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Boaz Blumdvitz and JAMES PINKSTON, personally known to me to be the ASSISTANT SECRETARY and ASSISTANT SECRETARY, respectively, of the Jewish Federation of Metropolitan Chicago, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being duly authorized, signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of August 2017.

S. Peter Chiswick  
Notary Public

My commission expires: 5/14/20



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## EXHIBIT A

### LEGAL DESCRIPTION

LOTS 9 AND 10 IN BLOCK 5 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOTS 9 AND 10 CONVEYED TO CITY OF CHICAGO FOR WIDENING OF OGDEN AVENUE AND ALSO EXCEPTING FROM SAID LOTS 9 AND 10 THAT PART THEREOF CONDEMNED OR USED FOR ALLEY PURPOSES) ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 16-24-215-001-0000

COMMON ADDRESS: 2653 West Ogden Avenue  
Chicago, Illinois

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## EXHIBIT B

### ADDITIONAL ENCUMBRANCES

Lease Agreement made by Sinai Community Institute, an Illinois not for profit corporation to Gads Hill Center, an Illinois not for profit corporation dated October 1, 2000 a Lease Certificate of which was recorded June 29, 2001 as Document No. 0010578166.

Notice of Federal Interest of the United States Department of Health and Human Services, Administration for Children and Families for grant funds awarded to Gads Hill Center, an Illinois not for profit corporation, recorded June 29, 2001 as Document 0010578167.

Interfunder Agreement by and among the City of Chicago, by and through its Department of Human Services, the Illinois Facilities Fund and Gads Hill Center, recorded June 29, 2001 as Document 0010578168.

Terms, provisions, conditions and limitations of the ordinance approving the conservation plan for the Lawndale Conservation Project, a copy of which was recorded May 20, 1968 as Document Number 20494541.

Sinai Health System Redevelopment Agreement, dated as of August 1, 2015, by and between the City of Chicago, an Illinois municipal corporation through its Department of Planning and Development, and Sinai Health System, an Illinois not for profit corporation, recorded August 28, 2015 in the records as Instrument Number 1524022079, and the terms, provisions and conditions set forth therein, including, without limitation, that certain HUD-required provision rider attached as Exhibit M thereto setting forth terms (including subordination) in favor of the United States Department of Housing and Urban Development and Federal Housing Administration.