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BY AND WHEN RECORDED RETURN TO:



Vedder Price P.C.
222 North LaSalle Street
Chicago, Illinois 60601
Attn: John T. McEnroe (SSS)
8782221 Jb 101

Doc# 1727642000 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/03/2017 09:20 AM PG: 1 OF 9

(Space Above For Recorder's Use)

OMNIBUS AMENDMENT NO. 1 TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING and LOAN DOCUMENTS

This OMNIBUS AMENDMENT NO. 1 TO MORTGAGE AND SECURITY AGREEMENT AND FIXTURE FILING and ASSIGNMENT OF RENTS AND LEASES and LOAN DOCUMENTS (this "First Amendment") is made as of this 30th day of June, 2017, by ILLINOIS MEDICAL DISTRICT COMMISSION, a political subdivision political subdivision, unit of local government and body politic and corporate under the laws of Illinois ("Borrower" or "Mortgagor"), whose address is 2100 W. Harrison Street, Chicago, Illinois 60612 in favor of SIGNATURE BANK, an Illinois banking association (together with its successors and assigns referred to as "Lender" or "Mortgagee"), whose mailing address is 9701 W. Higgins Suite 500, Rosemont, Illinois 60018.

RECITALS

A. WHEREAS, this Amendment amends that certain Loan and Security Agreement dated September 1, 2016 made by and between Borrower and Lender in connection with the loan from Lender to Borrower in the amount of TWELVE MILLION AND NO/100 (\$12,000,000.00) DOLLARS, as amended from time to time (the "Loan Agreement"), which loan is secured by (i) that certain Mortgage, Security Agreement and Fixture Filing dated September 1, 2016 and recorded on September 20, 2016 with the Cook county Recorder of Deeds as Doc# 1626415119 (the "Mortgage") from Mortgagor in favor of Mortgagee encumbering the property legally described in Exhibit A attached hereto and hereby made a part hereof (the "Premises") and (ii) that certain Assignment of Rents and Lease dated September 1, 2016 and recorded on September 20, 2016 with the Cook county Recorder of Deeds as Doc# 1626415120, together with such other agreements executed in connection with the Loan Agreement (each as may be further amended from time to time, collectively referred to as the "Loan Documents"); and

B. WHEREAS, Borrower and Lender have entered into that certain Loan and Security Agreement dated of even date herewith (the "Loan No. 2 Loan Agreement") in connection with the loan from Lender to Borrower in the amount of Four Million Ninety Five Thousand and No/100 Dollars (\$4,095,000) ("Loan No. 2"), (ii) the Note Secured by Mortgage

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dated of even date herewith from Borrower to Lender evidencing Loan No. 2, (iii) that certain Mortgage, Security Agreement and Fixture Filing dated of even dated herewith securing Loan No. 2 (the "**Loan No. 2 Mortgage**") and (iv) other agreements executed in connection with the Loan No. 2 Loan Agreement (each as may be further amended from time to time, collectively referred to as the "**Loan No. 2 Loan Documents**").

C. WHEREAS, the parties desire to amend the Loan Agreement, Mortgage and other Loan Documents to (i) provide that an Event of Default under the Loan No. 2 Loan Documents shall be an Event of Default under the Loan Documents, (ii) provide that the obligations of Borrower under the Loan No. 2 Loan Documents are secured by the Mortgage and (iii) provide that an event of default under the Loan Documents shall be an Event of Default under the Loan No. 2 Loan Documents and (iv) provide that the obligations of Borrower under the Loan Documents are secured by the Loan No. 2 Mortgage.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Loan Agreement.

2. Amendment to Loan Agreement. The following revisions are made to the Loan Agreement:

(a) Section 4(a) shall be deleted in its entirety and replaced with the following:

“(a) Grant of Security Interest to Lender. Subject to the terms and conditions of Section 25, as security for the payment of all Mortgage Loan now or in the future made by Lender to Borrower hereunder and for the payment or other satisfaction of all other Obligations, Borrower hereby assigns to Lender and grants to Lender a continuing security interest in the real property and improvements located at (i) 2100-2150 W. Harrison St., Chicago, IL (“**Property A**”); (ii) 2225 W. Harrison St., Chicago, IL (“**Property B**”); (iii) 2255 W. Harrison St., Chicago, IL (“**Property C**”); (iv) 2240 W. Ogden Avenue & 2240 W. Fillmore Street, Chicago, IL (“**Property D**”); (v) all fixtures owned by Borrower and located at or on Property A, Property B, Property C or Property D; and (vi) all additions and accessions to, substitutions for, and replacements and Proceeds of the foregoing property, including, without limitation, proceeds of all insurance policies insuring the foregoing property, and all of Borrower’s books and records exclusively relating to any of the foregoing (the property described in subsections (i), (ii), (iii), (iv), (v) and (vi) are collectively, the “**Collateral**”).”

(b) Section 13 is amended by adding the following as subsection (l):

“(l) Note No. 2 Default. The occurrence of any “Default” or “Event of Default” as defined in (i) that certain Loan and Security Agreement dated June 30, 2017 by and between Borrower and Lender entered into in connection with the loan from Lender to Borrower in the amount of Four Million Ninety Five

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Thousand and No/100 Dollars (\$4,095,000) (“**Loan No. 2**”), (ii) the Note Secured by Mortgage dated June 30, 2017 from Borrower to Lender evidencing Loan No. 2, (iii) that certain Mortgage, Security Agreement and Fixture Filing dated June 30, 2017 and recorded with the Cook county Recorder of Deeds or (iv) any other documents entered into in connection with Loan No. 2. “

3. Amendment of the Mortgage. The Mortgage is hereby amended as follows:

(a) The definition of “Loan Agreement” set forth in the first recital of the Mortgage is hereby amended to mean Loan Agreement as defined in the recitals above.

(b) The first recital of the Mortgage is hereby deleted in its entirety and replaced as follows:

“WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Note Secured by Mortgage dated September 1, 2016 to the order of Mortgagee in the original principal amount of TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00), which note bears interest and is payable on the terms more fully described therein (“**Note No. 1**”); and

WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Note Secured by Mortgage dated of even date herewith to the order of Mortgagee in the original principal amount of FOUR MILLION NINETY FIVE THOUSAND AND NO/100 DOLLARS (\$4,095,000.00), which note bears interest and is payable on the terms more fully described therein (“**Note No. 2**” together with Note No. 1, collectively, the “**Note**”).”

4. Covenants. Mortgagor hereby covenants and affirms that:

(a) The Loan Agreement, Mortgage and all other Loan Documents, as amended hereby, shall remain in full force and effect and Mortgagor hereby ratifies and affirms its obligations thereunder.

(b) As of the date hereof, no third party has an interest in the real estate described in the Mortgage which is on a parity with or superior to the interest of Mortgagee.

5. No Further Amendment. This Amendment is given solely to amend and modify each of the Loan Documents as set forth herein. No further amendment or modification of any Loan Document is made or intended, and the respective terms and provisions thereof shall, as expressly amended and modified hereby, continue in full force and effect after the date hereof. The warranties, representations, covenants and agreements contained in the Loan Documents as herein expressly amended, are hereby ratified, approved and confirmed in every respect.

6. No Release. The indebtedness, liabilities and other obligations secured by the Mortgage are continuing obligations and nothing contained herein shall be deemed to release, terminate or subordinate any lien, charge, security interest, assignment or other encumbrance created or evidenced thereby and all such liens, charges, security interests, assignments and

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encumbrances and the priority thereof shall relate back to the respective recordation dates for the Mortgage as referenced herein. This Amendment is not intended and shall not be deemed or construed to in any way effect the enforceability or priority of the Mortgage or constitute a novation, termination or replacement of all or any part of the indebtedness, liabilities or other obligations secured thereby.

7. Successors and Assigns; Agents; Captions. The covenants and agreements contained herein shall bind, and the rights thereunder shall inure to, the respective successors and assigns of Borrower and Lender, subject to the provisions of the Mortgage. The captions and headings of the paragraphs of this Amendment are for convenience only and are not to be used to interpret or define the provisions hereof.

8. Expenses. Borrower shall pay to Mortgagee all reasonable expenses incurred by Mortgagee in connection with the preparation, execution, filing and recordation of this Amendment, including without limitation, reasonable attorneys' fees. Borrower shall pay all real estate taxes on the Premises that are past due and owing.

9. Counterparts. This Amendment may be executed in any number of original counterparts, each of which when so executed shall be deemed to be an original for all purposes, and all counterparts shall together constitute one and the same instrument.

10. Governing Law; Severability. This Amendment shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles.

[SIGNATURE PAGE FOLLOWS]

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Signature Page to Omnibus Amendment No. 1 to Mortgage

MORTGAGEE:

SIGNATURE BANK, an Illinois banking corporation

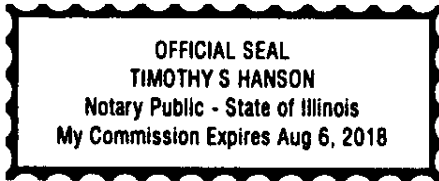
By: 


Name: Michael O'Rourke

Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 30th day of June, 2017, by the above-named Michael O'Rourke, President of **SIGNATURE BANK**, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said limited liability company.




Notary Public, State of ILLINOIS
My Commission expires: 8/6/2018

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EXHIBIT A

LEGAL DESCRIPTION

Property A: ADDRESS: 2100-2150 WEST HARRISON STREET, CHICAGO, ILLINOIS

60612

PARCEL 1 :

LOTS 1 TO 8, LOTS 13 TO 28 AND LOTS 37 TO 40, ALL INCLUSIVE IN BLOCK 1 FOR R. J. HAMILTON'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 2.50 CHAINS) OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2 :

LOTS 1 TO 5, BOTH INCLUSIVE IN K. A. SHAW'S SUBDIVISION OF LOTS 9, 10, 11 AND 12 IN BLOCK 1 OF R. J. HAMILTON'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 2.50 CHAINS) OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 21 TO 29, BOTH INCLUSIVE IN BLOCK 2 OF YOUNG'S SUBDIVISION OF THE WEST 5 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1 TO 7, BOTH INCLUSIVE IN THOMPSON'S SUBDIVISION OF LOTS 19 TO 20 AND THE SOUTH 14.00 FEET OF LOT 18 IN YOUNG'S SUBDIVISION OF THE WEST 5 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 1 TO 6, BOTH INCLUSIVE IN WILSON'S SUBDIVISION OF LOTS 29 TO 30 IN BLOCK 1 OF R. J. HAMILTON'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 2.50 CHAINS) OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A-1

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PARCEL 6:

LOTS 1 TO 5, BOTH INCLUSIVE IN HEAYSMAN'S SUBDIVISION OF LOTS 33 TO 36 IN BLOCK 1 OF R.J. HAMILTON'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 2.50 CHAINS) OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

ALL OF THE EAST/WEST AND NORTH/SOUTH VACATED ALLEYS ABUTTING THE AFOREMENTIONED PARCELS.

PERM TAX#

17-18-135-072-0000

17-18-135-073-0000

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17-18-135-075-0000

17-18-135-076-0000

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17-18-301-001-0000

PROPERTY B: ADDRESS: 2251 WEST HARRISON STREET, CHICAGO, ILLINOIS

60617

ALL OF THE CONSOLIDATION OF LOTS 14 TO 20, THE EAST 1/8 FEET OF LOT 24 AND LOTS 25, 26 AND 27 (EXCEPT THAT PART OF LOT 20 TAKEN FOR OAKLEY BOULEVARD AND EXCEPT THE EAST 18 FEET OF LOTS 14 AND 27 DEDICATED FOR ALLEY PURPOSES), ALSO LOTS 1, 2, 3, 4 AND 5 IN THE SUBDIVISION OF LOTS 21, 22, 23 AND 24 (EXCEPT THE EAST 1.8 FEET THEREOF) ALL IN B. S. MORRIS SUBDIVISION OF BLOCK 1 IN MORRIS AND OTHER 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, TOGETHER WITH THE VACATED ALLEY LYING BETWEEN THE SAID CONSOLIDATED LOTS AND TOGETHER WITH THE VACATED 18 FOOT NORTH-SOUTH ALLEYWAY LYING IMMEDIATELY EAST OF AND ABUTTING THE SAID CONSOLIDATED PARCEL AND TOGETHER WITH THE NORTH 19 FEET 5 INCHES OF THE VACATED EAST-WEST FLOURNOY STREET LYING IMMEDIATELY SOUTH OF AND ABUTTING THE SAID CONSOLIDATED PARCEL AND PERPENDICULAR TO AND INCLUDING THE SAID NORTH-SOUTH VACATED ALLEYWAY.

PERM TAX #

17-18-301-002-0000

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PROPERTY C: ADDRESS: 2225 WEST HARRISON STREET, CHICAGO, ILLINOIS
60612

LOT 1 IN ARC 2013 RESUBDIVISION, BEING A RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 2016 AS DOCUMENT NUMBER 1605429024 AND RERECORDED FEBRUARY 25, 2016 AS DOCUMENT NUMBER 1605629027, IN COOK COUNTY, ILLINOIS.

PERM TAX #

17-18-301-003-0000
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