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THIS INSTRUMENT WAS

PREPARED BY:

Quarles & Brady LLP
300 North LaSalle Street
Suite 4000

Chicago, Illinois 60654

Attn: Blake F. Hanson, Esq.

8986274 NH 1 of 3

AFTER RECORDING PLEASE

MAIL TO:

Lancaster Pollard Mortgage Company, LLC
65 E. State Street, 16th Floor
Columbus, Ohio 43215
Attn: FHA Servicing



1813034061

Doc# 1813034061 Fee \$52.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/10/2018 03:11 PM PG: 1 OF 8

SECOND AMENDMENT TO COLLATERAL SECURITY MORTGAGE

THIS SECOND AMENDMENT TO COLLATERAL SECURITY MORTGAGE (this "**Amendment**") is made, entered into and dated as of May 4, 2018 by and between **MOUNT SINAI HOSPITAL MEDICAL CENTER OF CHICAGO**, an Illinois not-for-profit corporation having an address at California Avenue at 15th Street, Chicago, Illinois 60608 ("**Mortgagor**"), and **LANCASTER POLLARD MORTGAGE COMPANY, LLC**, a Delaware limited liability company (f/k/a Lancaster Pollard Mortgage Company) having an address at 65 E. State Street, Suite 1600, Columbus, Ohio 43215 ("**Mortgagee**"). Collectively, Mortgagor and Mortgagee shall be referred to herein as the "**Parties**".

WITNESSETH:

WHEREAS, Sinai Health System, an Illinois non-for-profit corporation ("**Sinai**"), is justly indebted to Mortgagee pursuant to the terms of that certain Mortgage Note (as amended, restated, modified, and in effect from time to time, the "**Note**") dated as of September 30, 1996, in the original principal sum of Ninety-Eight Million One Hundred Ten Thousand Dollars (\$98,110,000.00), made by Sinai, and insured by the Secretary of Housing and Urban Development ("**HUD**"), acting by and through the Federal Housing Commissioner ("**FHA**") pursuant to Section 242 of the National Housing Act, such Note evidencing a certain mortgage loan made by Mortgagee to Sinai (the "**Mortgage Loan**");

WHEREAS, the Note is secured by a certain Mortgage (as amended, restated, modified, and in effect from time to time, the "**Sinai Mortgage**") made by Sinai, dated as of September 30, 1996, and recorded September 30, 1996 with the office of the Recorder of Deeds of Cook County, Illinois (the "**Recorder's Office**") as Document No. 96741328, which Sinai Mortgage: has been assigned by Bank One, National Association, successor-in-interest to American National Bank and Trust Company of Chicago, to JPMorgan Chase Bank ("**JPMorgan**") pursuant to that certain Assignment of Mortgage dated as of December 15, 2003, and recorded on December 17, 2003 with the Recorder's Office as Document No. 0335110070; has been amended by that certain Note

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and Mortgage Modification Agreement by and between Sinai and JPMorgan, dated as of December 18, 2003, and recorded on December 17, 2003 with the Recorder's Office as Document No. 0335110071; has been assigned by JPMorgan to The Bank of New York Mellon Trust Company, N.A. ("**BNY Mellon**") pursuant to that certain Assignment of Mortgage dated as of October 17, 2012; has been assigned by BNY Mellon to Mortgagee pursuant to that certain Assignment of Mortgage dated as of November 20, 2012, and recorded on November 16, 2012 with the Recorder's Office as Document No. 1232110102; and encumbers a certain hospital commonly known as "Sinai Health System" FHA Project No. 071-13007, located upon certain real property located in the County of Cook, State of Illinois, as more particularly described in the Sinai Mortgage;

WHEREAS, Mortgagor is an affiliate of Sinai and received a material economic benefit from the Mortgage Loan, and, to induce HUD to insure the Mortgage Loan, Mortgagor further secured the Mortgage Loan by delivering that certain Collateral Security Mortgage dated as of September 30, 1996, and recorded September 30, 1996 with the Recorder's Office as Document No. 96741336, as amended by that certain Amendment to Collateral Security Mortgage by and between Sinai and JPMorgan, dated as of December 18, 2003, and recorded December 17, 2003 with the Recorder's Office as Document No. 0335110077 (collectively, together with this Amendment, and as further amended, restated, modified, and in effect from time to time, is hereinafter referred to as the "**Collateral Security Mortgage**"), which Collateral Security Mortgage: has been assigned by Bank One, National Association, successor-in-interest to American National Bank and Trust Company of Chicago, to JPMorgan pursuant to that certain Assignment of Collateral Security Mortgage dated as of December 15, 2003, and recorded on December 17, 2003 with the Recorder's Office as Document No. 0335110076; has been assigned by JPMorgan to BNY Mellon pursuant to that certain Assignment of Collateral Security Mortgage dated as of October 17, 2012 and recorded November 16, 2012 with the Recorder's Office as Document No. 123110101; has been assigned by BNY Mellon to Mortgagee pursuant to that certain Assignment of Collateral Security Mortgage dated as of November 20, 2012, and recorded on November 16, 2012 with the Recorder's Office as Document No. 1232110104; and encumbers (prior to the execution of this Amendment) certain real property located in the County of Cook, State of Illinois (as more particularly described in the existing Collateral Security Mortgage, the "**Existing Property**");

WHEREAS, the Note, the Sinai Mortgage, the Collateral Security Mortgage, and every other document now or hereafter evidencing, securing or otherwise executed in conjunction with the Mortgage Loan, together with all amendments, restatements, supplements and modifications thereof, are hereinafter collectively referred to as the "**Mortgage Loan Documents**";

WHEREAS, the Mortgagor is lawfully seized and possessed of fee simple title to the Existing Property; and

WHEREAS, HUD and Mortgagee have consented to a partial release of certain portions of the Existing Property (as such portions are more particularly described on **Exhibit A** attached hereto and made a part hereof, the "**Released Property**") from the Collateral Security Mortgage in order to allow Mortgagor to sell the Released Property to a third party.

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NOW, THEREFORE, in consideration of the premises and the sum of **TEN DOLLARS** (\$10.00) in hand paid by each of the Parties to the other (the receipt and sufficiency of which by each of the parties hereto from the other is hereby acknowledged), the Parties, for themselves and their respective heirs, executors, administrators, successors and assigns, hereby covenant and agree as follows:

SECTION 1. Mortgagee does hereby release, discharge and terminate the Released Property from Mortgagee's interest in the lien and encumbrance of the Collateral Security Mortgage and each of the other Mortgage Loan Documents, as applicable.

SECTION 2. As of the date hereof, the Parties acknowledge that the lien of the Collateral Security Mortgage shall continue to encumber only that certain real property identified on **Exhibit B** attached hereto and made a part hereof (the "**Property**").

SECTION 3. The legal description of the Existing Property attached to the Collateral Security Mortgage is hereby deleted in its entirety and replaced with the legal description of the Property identified on **Exhibit B** attached hereto.

SECTION 4. Nothing herein contained shall in any manner whatsoever impair the Note, or the security of the Sinai Mortgage now held for the indebtedness evidenced by the Note, or alter, waive, annul, vary or affect any provision, covenant or condition of the Note, the Sinai Mortgage, the Collateral Security Mortgage, or any of the other Mortgage Loan Documents, all except as specifically modified and amended herein, nor shall anything herein affect or impair any rights, powers or remedies under the Note, the Sinai Mortgage, the Collateral Security Mortgage or any of the other Mortgage Loan Documents (except as specifically modified and amended herein), it being the intent of the Parties that all of the terms, covenants, conditions and agreements of the Note, the Sinai Mortgage, Collateral Security Mortgage and each of the other Mortgage Loan Documents shall continue and remain in full force and effect, all except as specifically modified and amended herein.

SECTION 5. All of the terms, covenants, conditions and agreements hereof shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

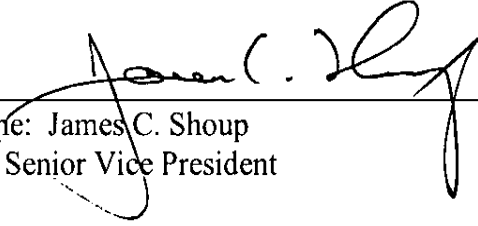
SECTION 6. The terms of this Amendment shall not become effective until such time as HUD has signed and delivered to Mortgagee an executed, original consent to this Amendment, in the form set forth below, to evidence HUD's consent and approval of the terms and conditions contained herein.

[Signatures Pages Follow]

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MORTGAGEE:


**LANCASTER POLLARD MORTGAGE COMPANY,
LLC, a Delaware limited liability company**

By: 
Name: James C. Shoup
Its: Senior Vice President

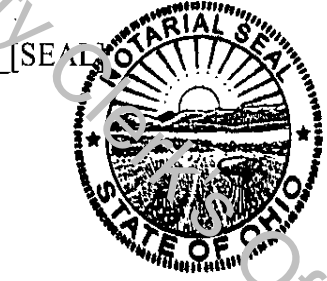
ACKNOWLEDGMENT

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

On this 25th day of April, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared James C. Shoup, as Senior Vice President of LANCASTER POLLARD MORTGAGE COMPANY, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



ROBERT SALVATORE
Notary Public, State of Ohio
My Commission Expires
January 22, 2022

Commission Expires: 1/22/22

[Signatures Continued On Next Page]

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Exhibit A

RELEASED PROPERTY

SITE 1

PARCEL 1:

THE EAST 1/2 OF THE WEST 1/2 OF LOT 17 IN A. D. TAYLOR'S SUBDIVISION OF THE SOUTHWEST 1/4 OF BLOCK 53 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 1/2 OF LOT 17 IN A. D. TAYLOR'S SUBDIVISION OF THE SOUTHWEST 1/4 OF BLOCK 53 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Common Address: 2040-2046 W. Washington Blvd., Chicago, Illinois
PINs: 17-07-323-030-0000 & 17-07-323-031-0000

SITE 2

LOT 44 IN BLOCK 3 IN MC MAHAN'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2703 W. 18th Street (a/k/a 1814 S. Washenaw Ave), Chicago, Illinois
PIN: 16-24-408-028-0000

SITE 3

LOT 38 IN BLOCK 4 IN MCMAHON'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 1826 S. Fairfield Avenue, Chicago, Illinois
PIN: 16-24-407-030-0000

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Exhibit B

PROPERTY

LOT 1 IN HALL'S SUBDIVISION OF LOT 11 IN BLOCK 5 IN COOK AND ANDERSON'S SUBDIVISION OF WEST 1/2 OF NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-24-215-004-0000

2653 W OGDEN, CHICAGO, ILLINOIS

LOT 74 (EXCEPT THAT PART CONVEYED TO CITY OF CHICAGO BY DOCUMENT 10855588) IN S. W. RANSON'S SUBDIVISION IN THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-13-415-042-0000

4812 S. WESTERN, CHICAGO, ILLINOIS

LOTS 1, 2 AND 3 IN THE SUBDIVISION OF LOT 9 IN BLOCK 8 IN COOK AND ANDERSON'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

16-24-222-036-0000

2601 W. 15th St; CHICAGO, ILLINOIS

LOTS 23 THROUGH 33, BOTH INCLUSIVE, IN POPE'S SUBDIVISION OF LOTS 1 TO 4 INCLUSIVE AND 10 TO 13 INCLUSIVE IN BLOCK 8 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, IN COOK COUNTY, ILLINOIS

16-24-226-049-0000

1548 S. ROCKWELL, CHICAGO, ILLINOIS