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This instrument was prepared by:

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

EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/07/2019 01:25 PM PG: 1 OF 11

After recording, this instrument should
be returned to:

Timothy J. Kincaid, Esq.
Kincaid Law Office and
Fredericks Peebles & Morgan LLP
1910 Mentor Avenue
Painesville, OH 44077

**SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this “**Agreement**”) is made as of October 17, 2018, by and between **COMMUNITY FIRST HEALTHCARE OF ILLINOIS, INC.**, an Illinois corporation, whose address is 5647 West Addison Street, Chicago, Illinois 60634 (“**Mortgagor**”), and **CNH FINANCE FUND I, L.P.**, formerly known as SCM SPECIALTY FINANCE OPPORTUNITIES FUND, L.P., a Delaware limited partnership, whose address is c/o CNH Finance, 330 Railroad Avenue, Suite 101, Greenwich, Connecticut 06830 (“**Mortgagee**”). Any capitalized term used but not defined herein shall have the meaning given to that term in the Mortgage (as defined below).

RECITALS

WHEREAS, pursuant to the terms and conditions of that certain Credit and Security Agreement, dated as of March 25, 2015, by and between Mortgagor and Mortgagee, as amended by that certain First Amendment to Credit and Security Agreement, dated as of September 8, 2015, that certain Second Amendment to Credit and Security Agreement, dated as of April 7, 2016, that certain Third Amendment to Credit and Security Agreement, dated as of September 1, 2016, that certain Fourth Amendment to Credit and Security Agreement, dated as of January 4, 2017, that certain Fifth Amendment to Credit and Security Agreement, dated as of March 24, 2017, that certain Sixth Amendment to Credit and Security Agreement, dated as of May 31, 2017, that certain Seventh Amendment to Credit and Security Agreement, dated as of June 21, 2017, that certain Eighth Amendment to Credit and Security Agreement dated as of September 22, 2017, and that certain Ninth Amendment to Credit and Security Agreement dated as of November 30, 2017 (as modified, amended, restated or replaced from time to time, the “**Credit**

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Agreement”), Mortgagee has agreed to extend to Mortgagor loans in the maximum outstanding principal amount of Twenty Million and No/100 Dollars (\$20,000,000.00) (collectively, the **“Revolving Loan”**).

WHEREAS, pursuant to the terms and conditions of that certain Second Amended and Restated Term Note and Security Agreement given by Mortgagor in favor of Mortgagee, dated as of November 30, 2017, as amended by that certain First Amendment to Second Amended and Restated Term Note and Security Agreement dated as of June 29, 2018 and by Second Amendment to Second Amended and Restated Term Note and Security Agreement dated as of September 27, 2018 (as further modified, amended, restated or replaced from time to time, the **“Term Loan Agreement”**), Mortgagor owes Mortgagee the principal amount of Fourteen Million Eight Hundred Eighty Eight Thousand Nine Hundred Sixty One Dollars (\$14,888,961) as of September 26, 2018, which amount does not include interest and fees subsequent to August 31, 2018 or other charges assessed subsequent to September 1, 2018, and Mortgagee has agreed to extend to Mortgagor loans in the maximum principal amount of Eighteen Million Six Hundred Thousand and No/100 Dollars (\$18,600,000.00) (collectively, the **“Term Loan”**). The Revolving Loan and the Term Loan are referred to herein collectively as the **“Loans”**. The Loans are due as provided for in the Credit Agreement and the Term Loan Agreement (the **“Maturity Dates”**), except as may be accelerated pursuant to the terms hereof or of the Credit Agreement, the Term Loan Agreement or any other **Loan Documents** (as defined in the Credit Agreement).

WHEREAS, pursuant to the terms of the Credit Agreement and the Term Loan Agreement, Mortgagor executed and delivered to Mortgagee that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of August 1, 2017, encumbering the property described on Exhibit A attached hereto, which was recorded in the Office of the Cook County Recorder of Deeds on September 6, 2017 as Document No. 1724919054, as amended by First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of March 10, 2018, which was recorded in the Office of the Cook County Recorder of Deeds on March 26, 2018 as Document No. 1808513074 (as further modified, amended, restated or replaced from time to time, the **“Mortgage”**).

WHEREAS, on the terms and conditions as set forth in herein, Mortgagor and Mortgagee agree to amend the Recitals of the Mortgage in order to properly reflect the existence of those amendments to the Term Loan Agreement, and to reflect the increase to the principal amount of the Term Loan under the Term Loan Agreement.

WHEREAS, on the terms and conditions as set forth in herein, Mortgagor and Mortgagee agree to amend Section 5.37 of the Mortgage.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Representations and Warranties.** Mortgagor confirms that all warranties and representations made to Mortgagee under the Mortgage are accurate, true, and correct in all material respects as the date hereof.

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2. **Amendment to Recitals.** Recital A of the Mortgage is hereby amended and restated in its entirety to read as follows:

A. Pursuant to the terms and conditions of that certain Credit and Security Agreement, dated as of March 25, 2015, by and between Mortgagor and Mortgagee, as amended by that certain First Amendment to Credit and Security Agreement, dated as of September 8, 2015, that certain Second Amendment to Credit and Security Agreement, dated as of April 7, 2016, that certain Third Amendment to Credit and Security Agreement, dated as of September 1, 2016, that certain Fourth Amendment to Credit and Security Agreement, dated as of January 4, 2017, that certain Fifth Amendment to Credit and Security Agreement, dated as of March 24, 2017, that certain Sixth Amendment to Credit and Security Agreement, dated as of May 31, 2017, that certain Seventh Amendment to Credit and Security Agreement, dated as of June 21, 2017, and that certain Eighth Amendment to Credit and Security Agreement, dated as of September 22, 2017 (as so amended and as further modified, amended, restated or replaced from time to time, the "**Credit Agreement**"), Mortgagee has agreed to extend to Mortgagor loans in the maximum principal amount of Twenty Million and No/100 Dollars (\$20,000,000.00) (collectively, the "**Revolving Loan**"). In addition, pursuant to the terms and conditions of that certain Second Amended and Restated Term Note and Security Agreement given by Mortgagor in favor of Mortgagee, dated as of November 30, 2017 (as modified, amended, restated or replaced from time to time, the "**Term Loan Agreement**"), Mortgagor owes Mortgagee the principal amount of Four Million Nine Hundred Ninety-Eight Thousand Nine Hundred Eighty-Three and 84/100 Dollars (\$4,998,983 84/100) (the "**Term Loan**") as of November 1, 2017 and Mortgagee has agreed to extend to Mortgagor loans in the maximum principal amount of Thirteen Million and No/100 Dollars (\$13,000,000.00). The Revolving Loan and the Term Loan are referred to herein collectively as the "**Loans**". The Loans are due as provided for in the Credit Agreement and the Term Loan Agreement (the "**Maturity Dates**"), except as may be accelerated pursuant to the terms hereof or of the Credit Agreement, the Term Loan Agreement or any other **Loan Documents** (as defined in the Credit Agreement).

3. **Amendment to Definition of Interest Rate and Maturity Date.** Section 5.37 of the Mortgage is hereby amended and restated in its entirety to read as follows:

Interest Rate and Maturity Date. The rate of interest on the Revolving Loan is the Prime Rate (as defined in the Credit Agreement) plus 5% and the Revolving Loan shall be due and payable in full on or before December 31, 2019. The rate of interest on the Term Loan is Prime Rate plus Eleven Percent (11%) per annum. Six Million Six Hundred Thousand and no/100 Dollars (\$6,600,000.00) of the principal amount of the Term Note is due on December 31, 2018; the remainder of the principal balance of the Term Note is due on December 31, 2019.

5. **No Waiver.** Nothing herein is intended as a waiver of any Default or Event of Default under the Mortgage, nor a waiver of (or consent to departure from) any terms, provisions, covenants, warranties, or agreements under the Mortgage. This Agreement shall not prejudice or constitute a waiver of any right or remedies that Mortgagee may have or be entitled to with respect to any Default, Event of Default or under any other provision of the Mortgage.

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6. **Condition Precedent.** This Agreement shall not take effect unless and until Mortgagor and Mortgagee have fully executed this Agreement.

7. **Entire Agreement; Successors and Assigns.** This Agreement constitutes the entire agreement between Mortgagor and Mortgagee with respect to the subject matter hereof, and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Except as specifically provided herein, the Mortgage shall remain in full force and effect in accordance with its terms and conditions and Mortgagor hereby restates, ratifies and reaffirms each and every term and condition set forth in the Mortgage, effective as of the date hereof. The parties are not relying on any representations not contained herein in connection with their execution and delivery of this Agreement. Any promises, representations, warranties or guarantees not herein contained and hereafter made shall have no force and effect unless in writing signed by Mortgagor and Mortgagee. This Agreement shall be binding upon the parties hereto and their successors and assigns, and shall inure to the benefit of such parties, and all successors and assigns of the foregoing. No provision of this Agreement may be changed, modified, amended, restated, waived, supplemented, discharged, canceled or terminated orally or by any course of dealing or in any other manner other than by an agreement in writing signed by Mortgagor and Mortgagee. The Mortgagee reserves the right to exercise any rights and remedies available to it in connection with any present or future breaches or defaults with respect to the Mortgage.

8. **Release of Mortgagee.** By execution of this Agreement, Mortgagor acknowledges and confirms that Mortgagor does not have any actions, causes of action, damages, claims, obligations, liabilities, costs, expenses and/or demands of any kind whatsoever, at law or in equity, matured or unmatured, vested or contingent, arising out of or relating to this Mortgage against any Indemnified Person (as defined below), whether asserted or unasserted. Notwithstanding any other provision of the Mortgage, to the extent that such actions, causes of action, damages, claims, obligations, liabilities, costs, expenses and/or demands may exist, Mortgagor voluntarily, knowingly, unconditionally and irrevocably, with specific and express intent, for and on behalf of itself, its managers, members, directors, officers, employees, stockholders, affiliates, agents, representatives, accountants, attorneys, successors and assigns and their respective affiliates (collectively, the "**Releasing Parties**") hereby fully and completely releases and forever discharges Mortgagee, its affiliates and its and their respective partners, managers, members, officers, employee, affiliates, agents, representatives, successors, assigns, accountants and attorneys (collectively, the "**Indemnified Persons**") and any other person or insurer which may be responsible or liable for the acts or omissions of any of the Indemnified Persons, or who may be liable for the injury or damage resulting therefrom (collectively, the "**Released Persons**"), of and from any and all actions, causes of action, damages, claims, obligations, liabilities, costs, expenses and demands of any kind whatsoever, at law or in equity, matured or unmatured, vested or contingent, known or unknown, that any of the Releasing Parties have against any of the Released Persons as of the date of this Agreement. Mortgagor acknowledges that the foregoing release is a material inducement to Mortgagee's decision to agree to amend the Mortgage and is relied upon by Mortgagee in executing this Agreement.

9. **Miscellaneous.**

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- (a) Security Interest. Mortgagor hereby confirms and agrees that all security interests and liens granted to Mortgagee continue in full force and effect and shall continue to secure all of the Mortgaged Property. The Mortgaged Property remains free and clear of any liens or encumbrances, other than liens in favor of Mortgagee and Permitted Encumbrances. Nothing herein contained is intended to in any way impair or limit the validity, priority and extent of Mortgagee's existing security interest in and liens upon the Mortgaged Property.
- (b) Costs and Expenses. Mortgagor agrees to pay on demand all usual and customary costs and expenses of Mortgagee and/or its affiliates in connection with the preparation, execution, delivery, recording and enforcement of this Agreement and all other agreements and instruments executed in connection herewith, including, including without limitation reasonable attorneys' fees and expenses of Mortgagee's counsel.
- (c) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SAME LAWS BY WHICH THE MORTGAGE IS GOVERNED AND IN ACCORDANCE WITH WHICH THE MORTGAGE IS CONSTRUED.
- (d) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same respective agreement.
- (e) Loan Document. This Agreement and any assignment, instrument, document, or agreement executed and delivered in connection with or pursuant to this Agreement shall be deemed to be a "Loan Document" under and as defined in the Credit Agreement for all purposes.

[Signature Pages Follow]

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California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE } s.s.

On November 15, 2018 before me, Evalie Duncan, Notary Public
Name of Notary Public, Title

personally appeared RICK MUCKEL RATH
Name of Signer (1)

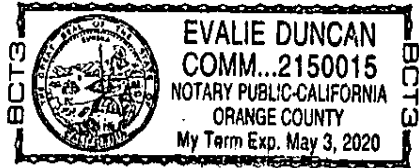
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that (he)/she/they executed the same in his/her/their authorized capacity(ies), and that by (his)/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Evalie Duncan
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Second Amendment to Mortgage Assignment of Leases & Rents containing 10 pages, and dated November 15, 2018

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____ Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification
- credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer
- Signer(s) Thumbprints(s)

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EXHIBIT A

PART 1 - LEGAL DESCRIPTION

PARCEL 1:

LOTS 8, 9, 23, 24, 26 THRU 35 IN BLOCK 1 IN BLASE AND HANSEN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH 3/4 OF THE NORTH 1/2 OF THE EAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 THRU 22, AND LOT 24 IN BLOCK 1 IN BRITIGAN'S RESUBDIVISION OF BLASE AND HANSEN'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PART OF THE NORTH-SOUTH 16-FOOT VACATED ALLEY IN BLOCK 1 IN BLASE AND HANSEN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE NORTH 1/2 OF THE EAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ADJOINING LOT 35, AND LYING BETWEEN THE NORTH AND SOUTH LINE OF SAID LOT 35 EXTENDED EAST, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 133, 134, 135, 136, 172, 173, 174, 175 AND 176 IN KOESTER AND ZANDERS ADDITION TO WEST IRVING PARK IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

ALL THAT PART OF THE NORTH/SOUTH 16 FOOT PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOTS 135 AND 136, LYING EAST OF THE EAST LINE OF LOT 176, LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 176 AND LING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 136 TO THE SOUTHEAST CORNER OF LOT 176 ALL IN KOESTER AND ZANDERS ADDITION TO WEST IRVING PARK, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

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EXHIBIT A

PART 2 - PROPERTY ADDRESSES AND TAX IDENTIFICATION NUMBERS

List of Owned Real Property		
PIN	Address	Use
13-20-231-017	5644 WEST ADDISON, CHICAGO	OLR PARKING STRUCTURE
13-20-231-018	5640 WEST ADDISON, CHICAGO	OLR PARKING STRUCTURE
13-20-231-019	5632 WEST ADDISON, CHICAGO	OLR PARKING STRUCTURE
13-20-231-022	5616 WEST ADDISON, CHICAGO	OLR PARKING STRUCTURE
13-20-231-023	3622 NORTH CENTRAL, CHICAGO	OLR PARKING
13-20-231-024	3624 NORTH CENTRAL, CHICAGO	OLR PARKING
13-20-231-025	3614 NORTH CENTRAL, CHICAGO(CANTINA LOT)	OLR PARKING(CANTINA LOT)
13-20-231-026	3610 NORTH CENTRAL, CHICAGO (CANTINA BLDG)	OLR PARKING(CANTINA LOT)
13-20-231-027	3602 NORTH CENTRAL, CHICAGO (5600 CENTRAL)	OLR POB
13-20-231-030	5622 WEST ADDISON, CHICAGO	OLR PARKING STRUCTURE
13-20-231-031	5652 WEST ADDISON, CHICAGO	OLR PARKING STRUCTURE
13-20-403-003	5745 WEST ADDISON, CHICAGO	WEST END OF HOSPITAL
13-20-403-015	5654 WEST EDDY ST, CHICAGO	PARKING, REAR
13-20-403-016	5650 WEST EDDY ST, CHICAGO	PARKING, REAR
13-20-403-017	5654 WEST EDDY ST, CHICAGO	PARKING, REAR
13-20-403-018	5654 WEST EDDY ST, CHICAGO	PARKING, REAR
13-20-403-019	5654 WEST EDDY ST, CHICAGO	PARKING, REAR
13-20-403-020	5654 WEST EDDY ST, CHICAGO	PARKING, REAR
13-20-403-021	5654 WEST EDDY ST, CHICAGO	PARKING, REAR
13-20-403-022	5654 WEST EDDY ST, CHICAGO	REAR DRIVE
13-20-403-023	5630 WEST EDDY ST, CHICAGO	REAR OF HOSPITAL
13-20-403-024	5630 WEST EDDY ST, CHICAGO	REAR OF HOSPITAL
13-20-403-025	5630 WEST EDDY ST, CHICAGO	REAR OF HOSPITAL
13-20-403-026	5630 WEST EDDY ST, CHICAGO	REAR OF HOSPITAL

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13-20-403-027	5630 WEST EDDY ST, CHICAGO	REAR OF HOSPITAL
13-20-403-028	5630 WEST EDDY ST, CHICAGO	PARKING, REAR
13-20-403-029	3554 NORTH CENTRAL, CHICAGO	HOSPITAL
13-20-403-030	3552 NORTH CENTRAL, CHICAGO	HOSPITAL
13-20-403-030	3552 NORTH CENTRAL, CHICAGO	HOSPITAL
13-20-403-031	3550 NORTH CENTRAL, CHICAGO	HOSPITAL
13-20-403-032	3546 NORTH CENTRAL, CHICAGO	HOSPITAL
13-20-403-033	3544 NORTH CENTRAL, CHICAGO	HOSPITAL
13-20-403-039	3534 NORTH CENTRAL, CHICAGO	HOSPITAL
13-20-403-039	5633 WEST ADDISON, CHICAGO	HOSPITAL
13-20-403-040	3538 NORTH CENTRAL, CHICAGO	HOSPITAL
13-20-403-042	5655 WEST ADDISON, CHICAGO	PARKING, WEST OF HOSPITAL
13-20-403-043	5657 WEST ADDISON, CHICAGO	PARKING, WEST OF HOSPITAL

To avoid uncertainty, none of the following property is to be included as collateral:

EXCLUDED REAL PROPERTY		
PIN	ADDRESS	USE
13-20-403-014	5658 WEST EDDY, CHICAGO	RESIDENTIAL HOME
13-20-407-004	5647 WEST EDDY, CHICAGO	RESIDENTIAL HOME
13-20-407-007	5641 WEST EDDY, CHICAGO	RESIDENTIAL HOME
13-20-407-009	5633 WEST EDDY, CHICAGO	RESIDENTIAL HOME
13-20-407-011	5627 WEST EDDY, CHICAGO	RESIDENTIAL HOME
13-20-407-015	5615 WEST EDDY, CHICAGO	RESIDENTIAL HOME
13-20-407-031	3524 NORTH CENTRAL, CHICAGO	CHILD CARE CENTER
13-20-407-032	3518 NORTH CENTRAL, CHICAGO	CHILD CARE CENTER