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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/16/2023 09:13 AM PG: 1 OF 8

**SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**  
(St. Joseph Village of Chicago Property)

This SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT is made as of the 15<sup>th</sup> day of May, 2023 (this "Amendment"), by and between FRANCISCAN COMMUNITIES, INC., an Indiana nonprofit corporation authorized to do business in Illinois, having an address of 11500 Theresa Drive, Lemont, Illinois 60439, as mortgagor (the "Mortgagor"), and AMALGAMATED BANK OF CHICAGO, a banking corporation duly established and existing under and by virtue of the laws of the State of Illinois, having an address of 30 North LaSalle Street, Chicago, Illinois 60602, not personally but as successor master trustee under the Master Indenture hereinafter referred to (the "Master Trustee").

**WITNESSETH**

WHEREAS, the Mortgagor, University Place, Inc., an Indiana nonprofit corporation ("University Place"), and the Prior Master Trustee previously entered into the Amended and Restated Master Indenture dated as of June 1, 2017, which amended and restated the Master Trust Indenture dated as of August 1, 1994 (the "Original Master Indenture"), as further supplemented and amended through Supplemental Master Trust Indenture No. 5 (as supplemented and amended, the "Existing Master Indenture"), under which the Mortgagor and University Place, as Members of the Obligated Group, are authorized to issue Master Notes from time to time; and

WHEREAS, as of the date hereof, the Mortgagor, University Place and the Master Trustee have entered into the Second Amended and Restated Master Indenture dated as of May 15, 2023 (the "Second Amended and Restated Master Indenture"), amending and restating the Existing Master Indenture; and

WHEREAS, as of the date hereof, the following Master Notes are outstanding under the Second Amended and Restated Master Indenture: Franciscan Communities, Inc. Series 2017A Master Note (the "Series 2017A Master Note"); Franciscan Communities, Inc. Series 2021-1 Master Note, Franciscan Communities, Inc. Series 2021-2 Master Note, and Franciscan Communities, Inc. Series 2021-3 Master Note (collectively, the "Series 2021 Master Notes"); Franciscan Communities, Inc. 2022-1 Master Note (the "2022 Master Note"); and Franciscan Communities, Inc. Series 2023-1 Master Note and Franciscan Communities, Inc. Series 2023-2 Master Note (collectively, the "Series 2023 Master Notes"); and

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WHEREAS, the Second Amended and Restated Master Indenture, as further supplemented, amended, restated, substituted or replaced from time to time, is hereinafter collectively referred to as the "Master Indenture"; and

WHEREAS, all Master Notes issued, authenticated and delivered by the Members of the Obligated Group under the Master Indenture are secured by, among other things, that certain Mortgage and Security Agreement dated as of March 1, 2013 (the "Original Mortgage"), made by the Mortgagor in favor of The Bank of New York Mellon Trust Company, N.A., as master trustee (the "Prior Master Trustee" and encumbering the Land legally described on *Exhibit A* attached hereto (the "Land") and the other Mortgaged Property described and defined therein, which Original Mortgage was recorded in the office of the Recorder of Deeds of Cook County, Illinois on April 4, 2013, as Document No. 1309433100, as amended by the Assignment and Amendment of Mortgage and Security Agreement dated as of June 28, 2017 (the "Assignment and Amendment"), among the Mortgagor, the Prior Master Trustee and the Master Trustee, which Assignment and Amendment was recorded in the office of the Recorder of Deeds of Cook County, Illinois on July 7, 2017, as Document No. 1718812022; and

WHEREAS, the maximum aggregate principal amount of Master Notes that may be secured by the Mortgage is expressly limited to \$750,000,000 and, upon issuance of the Series 2023 Master Notes and after giving effect to the application of the proceeds of the indebtedness evidenced by the Series 2023 Master Notes, the total aggregate principal amount of Master Notes outstanding as of the date hereof is \$132,605,000; and

WHEREAS, the Mortgagor and the Master Trustee desire to enter into this Amendment to amend the Mortgage to reflect that the liens and encumbrances created thereby remain in full force and effect and secure all Master Notes from time to time outstanding under the Second Amended and Restated Master Indenture;

NOW, THEREFORE, in consideration of the premises, the Mortgagor and the Successor Master Trustee hereby agree as follows:

1. *Mortgage.* The Mortgagor and the Master Trustee hereby acknowledge and agree that the Mortgage remains in full force and effect as security for all Master Notes issued, authenticated and delivered by the Members of the Obligated Group and outstanding under the Second Amended and Restated Master Indenture.

2. *Amendment to Defined Terms.* Except as otherwise defined herein (including definitions by incorporation from the Master Indenture), capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Mortgage. Without limiting the foregoing, from and after the date hereof all references in the Mortgage to the "Master Indenture" shall mean and refer to the Second Amended and Restated Master Indenture, as supplemented, amended, restated, substituted or replaced from time to time, and all references to "Master Notes" shall mean and refer to all Master Notes issued, authenticated, delivered and from time to time outstanding under the Master Indenture, including, without limitation, as of the date hereof, the Series 2017A Master Note, the Series 2021 Master Notes, the 2022 Master Note and the Series 2023 Master Notes.

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3. *Counterparts.* This Amendment may be executed and delivered by the parties hereto in multiple counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a single instrument.

4. *Applicable Law.* This Amendment shall be governed by the internal laws of the State in which the Land is located.

[SIGNATURE PAGE FOLLOWS]

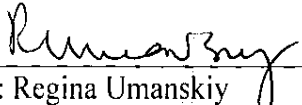
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, this Amendment has been executed and delivered by the parties as of the day and year first above written.

**MORTGAGOR:**

FRANCISCAN COMMUNITIES, INC.,  
an Indiana nonprofit corporation

By:   
Name: Regina Umanskiy  
Title: President and Chief Executive Officer

**MASTER TRUSTEE:**

AMALGAMATED BANK OF CHICAGO,  
as Master Trustee under the Master Indenture as aforesaid

By: \_\_\_\_\_  
Name: Stacy M. Coleman  
Title: Vice President

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IN WITNESS WHEREOF, this Amendment has been executed and delivered by the parties as of the day and year first above written.

**MORTGAGOR:**

FRANCISCAN COMMUNITIES, INC.,  
an Indiana nonprofit corporation

By: \_\_\_\_\_

Name: Regina Umanskiy  
Title: President and Chief Executive  
Officer

**MASTER TRUSTEE:**

AMALGAMATED BANK OF CHICAGO,  
as Master Trustee under the Master  
Indenture as aforesaid

By: Stacy M. Coleman

Name: Stacy M. Coleman  
Title: Vice President

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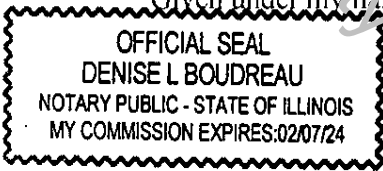
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## ACKNOWLEDGEMENT OF MORTGAGOR

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

Denise L. Boudreau, a Notary Public in and for the said County and in the State aforesaid, DO HEREBY CERTIFY that Regina Umanskiy, the President and Chief Executive Officer of FRANCISCAN COMMUNITIES, INC., an Indiana nonprofit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of May, 2023.



Denise L. Boudreau  
Notary Public

My Commission Expires:

2/7/2024

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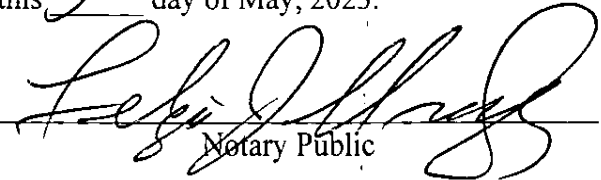
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## ACKNOWLEDGEMENT OF MASTER TRUSTEE

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

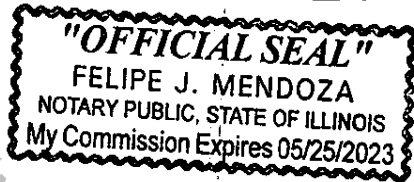
I, FELIPE J. MENDOZA, a Notary Public in and for the said County and in the State aforesaid, DO HEREBY CERTIFY that Stacy M. Coleman, a Vice President of AMALGAMATED BANK OF CHICAGO, as successor Master Trustee under the Master Indenture as aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said national banking association, as successor Master Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3<sup>RD</sup> day of May, 2023.

  
Notary Public

My Commission Expires:

5/25/2023



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

THAT PART OF LOTS 1, 2 AND 6 LYING EAST OF THE EAST LINE OF KARLOV AVENUE EXTENDED AND LYING SOUTH OF THE SOUTH LINE OF BELMONT AVENUE EXTENDED AND LYING WEST OF THE WEST LINE OF NORTH PULASKI ROAD IN THE SUBDIVISION BY CHILDREN, DEVISEES AND HEIRS OF MARY WILSON, DECEASED, OF PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE EAST 186.0 FEET OF LOT 1 AND EXCEPT THAT PART THEREOF FALLING IN LOT A IN THE CONSOLIDATION OF THAT PART OF LOTS 1 AND 6 LYING WEST OF THE WEST LINE OF NORTH PULASKI ROAD AND EAST OF A LINE 250 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF NORTH KARLOV AVENUE IN THE SUBDIVISION BY CHILDREN, DEVISEES AND HEIRS OF MARY WILSON, DECEASED, OF PART OF THE NORTHEAST QUARTER AFORESAID) IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT A (EXCEPT THE EAST 186.00 FEET THEREOF AND EXCEPT THAT PART OF THE WEST 60.00 FEET OF THE EAST 246.00 FEET LYING SOUTH OF THE NORTH 57.56 FEET THEREOF), IN THE CONSOLIDATION OF THAT PART OF LOTS 1 AND 6 LYING WEST OF THE WEST LINE OF NORTH PULASKI ROAD AND EAST OF A LINE 250 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF NORTH KARLOV AVENUE IN THE SUBDIVISION BY CHILDREN, DEVISEES AND HEIRS OF MARY WILSON, DECEASED, OF PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-27-205-005-0000; 13-27-207-025-0000; 13-27-207-026-0000; 13-27-207-029-0000;

Common Address: 4021 West Belmont Avenue, Chicago, Illinois 60641