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Prepared by and after recording
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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/16/2023 09:14 AM PG: 1 OF 11

**SECOND AMENDMENT TO
LEASEHOLD MORTGAGE AND SECURITY AGREEMENT**
(Franciscan Village Property)

This SECOND AMENDMENT TO LEASEHOLD MORTGAGE AND SECURITY AGREEMENT is made as of the 15th 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. 1 (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 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 Leasehold 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 Mortgagor's leasehold estate in 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. 1309433104, 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. 1718812036; 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 \$132,806,000; 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 Series 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]

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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

Property of Cook County Clerk's Office

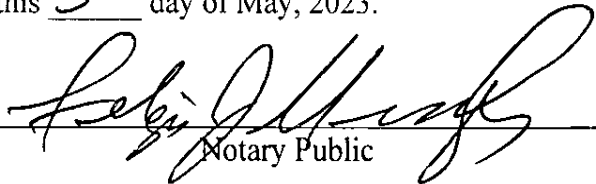
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ACKNOWLEDGEMENT OF MASTER TRUSTEE

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.

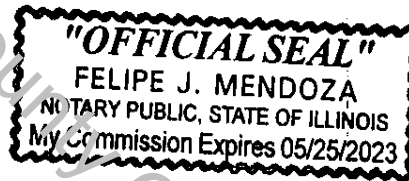
Given under my hand and Notarial Seal this 3RD day of May, 2023.



 Notary Public

My Commission Expires:

5/25/2023



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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: FRANCISCAN SISTERS OF CHICAGO, AS LESSOR, AND MOTHER THERESA HOME, INC., AS LESSEE, DATED SEPTEMBER 11, 1989, A MEMORANDUM OF WHICH LEASE WAS RECORDED SEPTEMBER 12, 1989 AS DOCUMENT 89427873 AND RERECORDED AS DOCUMENT 89468877, AS AMENDED BY FIRST AMENDMENT TO GROUND LEASE AGREEMENT AS DISCLOSED BY THE AMENDMENT TO MEMORANDUM OF GROUND LEASE RECORDED AUGUST 29, 1996 AS DOCUMENT NUMBER 96665343 AND BY SECOND AMENDMENT TO GROUND LEASE AS DISCLOSED BY AMENDMENT TO MEMORANDUM OF GROUND LEASE RECORDED NOVEMBER 19, 2021, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING AUGUST 15, 1989 AND ENDING AUGUST 14, 2019, AS EXTENDED TO AUGUST 29, 2026 BY SAID FIRST AMENDMENT AND TO JUNE 30, 2050 BY SAID SECOND AMENDMENT:

PARCEL 1:

THAT PART OF "MOTHER THERESA P.U.D. PHAS 1", BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 22, 1988 AS DOCUMENT NO. 88590100, TOGETHER WITH A PART OF LOT 42 IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 30, 1980 AS DOCUMENT NUMBER 269438, WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF "MOTHER THERESA P.U.D. PHASE 1", BEING A POINT ON THE SOUTH LINE OF LOT 42 IN THE COUNTY CLERK'S DIVISION OF SAID SECTION 21, (SAID SOUTH LINE BEING ALSO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21) WHICH POINT IS 462.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 42, AS MEASURED ALONG SAID SOUTH LINE, AND RUNNING THENCE NORTH 00 DEGREES, 11 MINUTES, 23 SECONDS WEST ALONG THE WEST LINE OF "MOTHER THERESA P.U.D. PHASE 1" (BEING PERPENDICULAR TO SAID SOUTH LINE OF LOT 42) A DISTANCE OF 105.56 FEET; THENCE NORTH 48 DEGREES, 12 MINUTES, 44 SECONDS EAST, ALONG A NORTHWESTERLY LINE OF SAID SUBDIVISION, A DISTANCE OF 330.42 FEET; THENCE SOUTH 41 DEGREES, 46 MINUTES, 54 SECONDS EAST, ALONG AN EXTERIOR LINE OF SAID SUBDIVISION, A DISTANCE OF 56.32 FEET; THENCE NORTH 52 DEGREES, 12 MINUTES, 44 SECONDS EAST, ALONG AN EXTERIOR LINE OF SAID SUBDIVISION, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 52 DEGREES, 12 MINUTES, 44 SECONDS EAST, ALONG SAID EXTERIOR LINE AND A NORTHEASTWARD EXTENSION THEREOF, A DISTANCE OF 121.42 FEET; THENCE NORTH 33 DEGREES, 47 MINUTES, 16 SECONDS WEST A DISTANCE OF 61.41 FEET TO AN INTERSECTION WITH THE NORTHERLY

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LINE OF SAID "MOTHER THERESA P.U.D. PHASE 1"; THENCE NORTH 56 DEGREES, 12 MINUTES, 44 SECONDS EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 148.10 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE NORTH 84 DEGREES, 06 MINUTES, 56 SECONDS EAST, ALONG A NORTHERLY LINE OF "MOTHER THERESA P.U.D. PHASE 1", A DISTANCE OF 150.00 FEET TO A POINT, THENCE SOUTH 00 DEGREES, 16 MINUTES, 27 SECONDS WEST A DISTANCE OF 507.33 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED SOUTH LINE OF LOT 42 IN THE COUNTY CLERK'S DIVISION; THENCE SOUTH 89 DEGREES, 48 MINUTES, 37 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 198.78 FEET; THENCE NORTH 00 DEGREES, 08 MINUTES, 11 SECONDS WEST, A DISTANCE OF 172.58 FEET; THENCE NORTH 88 DEGREES, 19 MINUTES, 14 SECONDS WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 42 DEGREES, 37 MINUTES, 52 SECONDS WEST A DISTANCE OF 151.34 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 GRANTED BY MEMORANDUM OF GROUND LEASE RECORDED SEPTEMBER 12, 1989 AS DOCUMENT 89427873 MADE BY FRANCISCAN SISTERS OF CHICAGO TO MOTHER THERESA HOME FOR A TERM OF 30 YEARS ENDING AUGUST 14, 2019 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED TRACT: A STRIP OF LAND, 30 FEET WIDE, BEING A PART OF "MOTHER THERESA P.U.D. PHASE 1", BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 22, 1988 AS DOCUMENT NO. 88590100, WHICH STRIP OF LAND LIES 15 FEET ON BOTH SIDES OF THE CENTERLINE, WHICH CENTERLINE IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE WHICH IS 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4 (WHICH PARALLEL LINE BEING ALSO THE WEST LINE OF WALKER ROAD AS DEDICATED BY THE PLAT OF DEDICATION RECORDED ON MARCH 21, 1989 AS DOCUMENT NO. 89275009) WHICH POINT IS 73.88 FEET, AS MEASURED ALONG SAID PARALLEL LINE, SOUTH OF THE INTERSECTION OF SAID PARALLEL LINE WITH THE NORTH LINE OF SAID "MOTHER THERESA P.U.D. PHASE 1" AND RUNNING THENCE WESTWARDLY AND

SOUTHWESTWARDLY ALONG AN ARC OF A CIRCLE, CONVEXED NORTHWESTERLY AND HAVING A RADIUS OF 145.00 FEET, AN ARC DISTANCE OF 85.16 FEET TO A POINT WHICH IS 130.35 FEET, MEASURED PERPENDICULARLY, WEST OF SAID EAST LINE OF THE NORTHEAST 1/4; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE WHICH IS TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 129.63 FEET TO A POINT WHICH IS 238.26 FEET, MEASURED PERPENDICULARLY, WEST OF SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 21, IN COOK COUNTY, ILLINOIS.

PARCEL B:

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THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: FRANCISCAN SISTERS OF CHICAGO, AS LESSOR, AND FRANCISCAN VILLAGE, AS LESSEE, DATED SEPTEMBER 11, 1989, WHICH LEASE WAS RECORDED SEPTEMBER 12, 1989 AS DOCUMENT 89427874 AND RERECORDED AS DOCUMENT 89468876, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING AUGUST 15, 1989 AND ENDING AUGUST 14, 2019: ALL OF "MOTHER THERESA P.U.D. PHASE 1", BEING A SUBDIVISION IN SAID NORTHEAST

1/4 OF SECTION 21 ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 22, 1988 AS DOCUMENT 88590100, TOGETHER WITH ALL OF "FRANCISCAN VILLAGE P.U.D. PHASE 2", BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 22, 1989 AS DOCUMENT NO. 89390717, TAKEN AS A TRACT, EXCEPT FROM THAT TRACT THAT PART OF FRANCISCAN VILLAGE PHASE 2 P.U.D. AFORESAID LYING SOUTH OF THE SOUTH LINE OF LOTS 41 AND 42 IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 30, 1880 AS DOCUMENT NUMBER 169438; ALSO EXCEPT FROM THAT TRACT THAT PART THEREOF DEDICATED FOR WALKER ROAD BY THE PLAT OF DEDICATION RECORDED ON MARCH 21, 1989 AS DOCUMENT 89123517; ALSO EXCEPT FROM THAT TRACT THAT PART LYING SOUTH WESTERLY OF A LINE HAVING ITS SOUTHERLY TERMINUS AT THE SOUTHWEST CORNER OF LOT 42 IN COUNTY CLERK'S DIVISION, AFORESAID, AND ITS NORTHERLY TERMINUS AT A POINT ON THE WEST LINE OF FRANCISCAN VILLAGE P.U.D. PHASE 2 AFORESAID, WHICH POINT IS 233.01 FEET SOUTH OF THE

NORTHWEST CORNER THEREOF; ALSO EXCEPT FROM THAT TRACT THAT PART DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF MOTHER THERESA P.U.D. PHASE 1, BEING A POINT ON THE SOUTH LINE OF LOT 42 IN THE COUNTY CLERK'S DIVISION OF SAID SECTION 21, (SAID SOUTH LINE BEING ALSO THE SOUTH LIEN OF THE NORTHEAST QUARTER OF SAID SECTION 21), WHICH POINT IS 462.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 42, AS MEASURED ALONG SAID SOUTH LINE AND RUNNING THENCE NORTH 00 DEGREES, 11 MINUTES, 23 SECONDS WEST ALONG THE WEST LINE OF MOTHER THERESA P.U.D. PHASE 1 (BEING PERPENDICULAR TO SAID SOUTH LINE OF LOT 42) A DISTANCE OF 105.56 FEET; THENCE NORTH 48 DEGREES, 12 MINUTES, 44 SECONDS EAST, ALONG A NORTHWESTERLY LINE OF SAID SUBDIVISION, A DISTANCE OF 330.42 FEET; THENCE SOUTH 41 DEGREES, 46 MINUTES, 54 SECONDS EAST, ALONG AN EXTERIOR LINE OF SAID SUBDIVISION, A DISTANCE OF 56.32 FEET; THENCE NORTH 52 DEGREES, 12 MINUTES, 44 SECONDS EAST, ALONG AN EXTERIOR LINE OF SAID SUBDIVISION, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 52 DEGREES, 12 MINUTES, 44 SECONDS EAST, ALONG AN EXTERIOR LIEN OF SAID SUBDIVISION, A DISTANCE OF 121.42 FEET; THENCE NORTH 33 DEGREES, 47 MINUTES, 16 SECONDS WEST A

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DISTANCE OF 61.41 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF MOTHER THERESA P.U.D. PHASE 1; THENCE NORTH 56 DEGREES, 12 MINUTES, 44 SECONDS EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 148.10 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE NORTH 84 DEGREES, 06 MINUTES, 56 SECONDS EAST, A DISTANCE OF 150.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES, 16 MINUTES, 27 SECONDS WEST A DISTANCE OF 507.33 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED SOUTH LIEN OF LOT 42 IN THE COUNTY CLERK'S DIVISION; THENCE SOUTH 89 DEGREES 48 MINUTES 37 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 198.78 FEET; THENCE NORTH 00 DEGREES, 08 MINUTES, 11 SECONDS WEST A DISTANCE OF 172.58 FEET; THENCE NORTH 88 DEGREES, 19 MINUTES, 14 SECONDS WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 42 DEGREES, 37 MINUTES, 52 SECONDS WEST A DISTANCE OF 151.34 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THE OWNERSHIP OF THE EXISTING IMPROVEMENTS, ALTERATIONS, AND IMPROVEMENTS, AS DEFINED IN SAID LEASE, DURING TERM OF SAID LEASE.

P.I.N.: 22-21-201-016-0000; 22-21-201-018-0000; 22-21-201-019-0000

Common Address: 1270 Village Drive Lemont, Illinois 60439