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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/16/2023 09:14 AM PG: 1 OF 9

**SECOND AMENDMENT TO
LEASEHOLD MORTGAGE AND SECURITY AGREEMENT**
(Addolorata Villa 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. 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

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Communities, Inc. Series 2023-1 Master Note and Franciscan Communities, Inc. Series 2023-2 Master Note (collectively, the “Series 2023 Master Notes”); and

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. 1309433102, as amended by the Assignment and Amendment of Leasehold 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. 1718812026; 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

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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.

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

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ACKNOWLEDGEMENT OF MORTGAGOR

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, 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 UNIVERSITY PLACE, 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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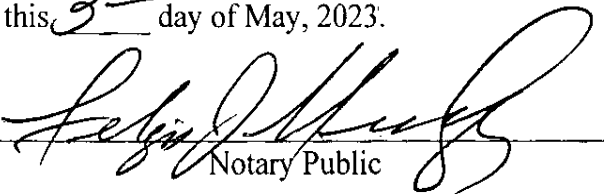
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ACKNOWLEDGEMENT OF MASTER TRUSTEE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

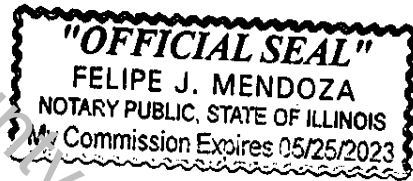
I, FELIPE J. MENDOZA, a Notary Public in and for the said County and in the State aforesaid, DO HEREBY CERTIFY that Stacy M. Coleman, a Vice President of AMALGAMATED BANK OF CHICAGO, as successor Master Trustee under the Master Indenture as aforesaid, personally known to me to be the same person whose 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 3RD day of May, 2023.


Notary Public

My Commission Expires:

5/25/2023



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UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**

THAT PART OF 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: SERVANTS OF MARY, AS LESSOR, AND ADDOLORATA VILLA INC., AS LESSEE, DATED DECEMBER 21, 1987, WHICH LEASE WAS RECORDED MARCH 18, 1988 AS DOCUMENT 88113646, AS AMENDED AND RESTATED BY THE GROUND LEASE DATED AS OF JANUARY 5, 1988, AS DISCLOSED BY THE AMENDED MEMORANDUM OF GROUND LEASE RECORDED MARCH 27, 1989 AS DOCUMENT NUMBER 89130726, AS FURTHER AMENDED BY THE FIRST AMENDMENT TO GROUND LEASE DATED AS OF MARCH 15, 1995, THE MEMORANDUM OF SECOND AMENDMENT TO GROUND LEASE RECORDED NOVEMBER 27, 1996 AS DOCUMENT NUMBER 9604352, AND THE THIRD AMENDMENT TO GROUND LEASE DATED AS OF JANUARY 27, 2013, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING NOVEMBER 27, 1996 AND ENDING JUNE 30, 2050:

THAT PART OF LOTS 7, 11, AND 12, TAKEN AS A TRACT, IN OWNERS DIVISION OF BUFFALO CREEK FARM, BEING A SUBDIVISION OF PART OF SECTIONS 2, 3, 4, 9 AND 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF LOT 12 WITH A LINE 67.0 FEET WEST, MEASURED AT RIGHT ANGLES, OF THE EAST LINE OF LOT 12 AND THE MOST EASTERLY EAST LINE OF SAID LOT 11; THENCE NORTH ALONG SAID PARALLEL LINE AND SAID LINE EXTENDED NORTH 628.56 FEET TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 27 MINUTES 24 SECONDS EAST (BEING AN ASSUMED BEARING FOR THE PURPOSE OF THIS LEGAL DESCRIPTION) ALONG SAID DESCRIBED PARALLEL LINE, 883.06 FEET TO AN INTERSECTION WITH A LINE 1458.0 SOUTH, AS MEASURED ALONG THE WEST LINE OF LOT 11, AND PARALLEL WITH THE NORTH LIEN OF SAID LOTS 7 AND 11; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, 571.0 FEET TO A POINT ON THE WEST LINE OF LOT 11; THENCE SOUTH ALONG THE WEST LIEN OF LOT 11, 990.56 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 36 SECONDS EAST, 55 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A NON TANGENT CURVED LINE, CONCAVE NORTHEAST, HAVING A RADIUS OF 145.99 FEET, AN ARC LENGTH OF 128.58 FEET (THE CHORD TO SAID CURVED LINE BEARS SOUTH 64 DEGREES 03 MINUTES 19 SECONDS EAST, 124.41 FEET); THENCE SOUTH 89 DEGREES 27 MINUTES 33 SECONDS EAST, 23.71 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE, CONCAVE SOUTH, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 72.30 FEET (THE CHORD TO SAID CURVED LINE BEARS SOUTH 75 DEGREES 39 MINUTES 05 SECONDS EAST, 71.60 FEET); THENCE SOUTH 61 DEGREES 50 MINUTES 37 SECONDS EAST, 121.38 FEET; THENCE NORTH 29 DEGREES 29 MINUTES 25 SECONDS EAST, 124.35 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE, CONCAVE NORTHWEST, HAVING A RADIUS OF 863.48 FEET, AN ARC LENGTH OF 144.40 FEET (THE CHORD

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TO SAID CURVED LINE BEARS NORTH 24 DEGREES 41 MINUTES 59 SECONDS EAST, 144.23 FEET); THENCE SOUTH 89 DEGREES 32 MINUTES 36 SECONDS EAST, 83.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N.: 03-03-101-020-0000

Common Address: 555 McHenry Road, Wheeling, Illinois 60090

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