

UNOFFICIAL COPY

9 0 7 1 2 4 7

30071247

FIRST AMENDMENT

Dated as of February 1, 1990

to

. DEPT-01 RECORDING \$20.00

LOAN AGREEMENT AND MORTGAGE T#2222 TRAN 4291 02/13/90 14:03:00

. #8639 # 90-071247

Dated as of August 1, 1988

: COOK COUNTY RECORDER

From

GARDEN CENTER FOR THE HANDICAPPED

MORTGAGOR

To

ILLINOIS HEALTH FACILITIES AUTHORITY

MORTGAGEE

This instrument was prepared by
and after recording return to:

F. Henry Kleschen III, Esq.
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

Box 211

90071247

30071247

20-

UNOFFICIAL COPY

9 0 0 7 1 2 1 7

FIRST AMENDMENT

FIRST AMENDMENT dated as of February 1, 1990 from GARDEN CENTER FOR THE HANDICAPPED, an Illinois not for profit corporation (the "Mortgagor"), whose post office address is 8333 South Austin, Burbank, Illinois 60459, to the ILLINOIS HEALTH FACILITIES AUTHORITY (the "Authority"), whose post office address is 35 East Wacker Drive, Suite 2188, Chicago, Illinois 60601, supplementing and amending that certain Loan Agreement and Mortgage dated as of August 1, 1988 (as amended, modified and supplemented from time to time, the "Mortgage") from the Mortgagor to the Authority (the Authority being hereinafter also referred to as the "Mortgagee"). The Mortgage was recorded on June 7, 1989 as Document No. 89258340 in the Cook County, Illinois Recorder's Office.

RECITALS:

A. The capitalized terms used in this First Amendment shall have the respective meanings assigned thereto in the Mortgage unless otherwise herein defined or the context shall otherwise require.

B. All the requirements of law have been fully complied with and all other acts and things necessary to make this First Amendment a valid, binding and legal instrument according to its terms for the purposes herein expressed have been done and performed.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

The Mortgage is hereby amended so that in all instances Exhibit B thereto shall not include the property attached to this First Amendment as Exhibit A. The Mortgagor acknowledges that the Mortgage continues in full force and effect as security for the loan from the Authority to the Mortgagor of a portion of the proceeds of the \$26,608,000 Illinois Health Facilities Authority Revenue Bonds, Series 1988A (Community Provider Pooled Loan Program), of \$42,910,000 Illinois Health Facilities Authority Revenue Bonds, Series 1988B (Community Provider Pooled Loan Program) and the \$3,415,000 Illinois Health Facilities Authority Revenue Bonds, Series 1988C (Community Provider Pooled Loan Program).

This First Amendment may be executed in any number of counterparts, each counterpart constituting an original but all together one and the same instrument and contract.

This First Amendment shall be construed in connection with and as part of the Mortgage, and all terms, conditions and covenants contained in the Mortgage, except as herein modified, shall be and remain in full force and effect.

90071217

UNOFFICIAL COPY

9 9 0 7 1 2 4 7

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the "Loan Agreement and Mortgage dated as of August 1, 1988" without making specific reference to this First Amendment, but nevertheless all such references shall be deemed to include this First Amendment unless the context shall otherwise require.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused this First Amendment to be executed on their behalf as of the day and year first above written.

Mortgagor

(SEAL)

Attest:

By: _____

Its: _____

Its: _____

ILLINOIS HEALTH FACILITIES
AUTHORITY, Mortgagee

(SEAL)

Attest:

By: John P. Salery
Chairman

Marybeth Macken
Executive Director

99071247

UNOFFICIAL COPY

9 0 0 7 1 2 4 7

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the "Loan Agreement and Mortgage dated as of August 1, 1988" without making specific reference to this First Amendment, but nevertheless all such references shall be deemed to include this First Amendment unless the context shall otherwise require.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused this First Amendment to be executed on their behalf as of the day and year first above written.

GARDEN CENTER FOR THE
HANDICAPPED,
Mortgagor

(SEAL)

Attest:

By:

Stanley L. Cygan
President

Laurelee Foertsch
Secretary

ILLINOIS HEALTH FACILITIES
AUTHORITY, Mortgagee

(SEAL)

Attest:

By:

Chairman

Joseph W. Westbrook
Executive Director

30071247

UNOFFICIAL COPY

9 2 5 7 1 2 4 7

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

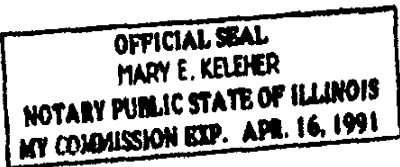
I, Mary E. Keleher, a Notary Public, do hereby certify that John P. Dailey and Mary M. McInerney, personally known to me to be the same persons whose names are, respectively, as Chairman and Executive Director of the ILLINOIS HEALTH FACILITIES AUTHORITY, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of February, 1990.

Mary E. Keleher
Notary Public

Commission Expires: April 16, 1991

(SEAL)



Property of Cook County Clerk's Office

30671247

UNOFFICIAL COPY

9 7 0 7 1 2 1 7

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

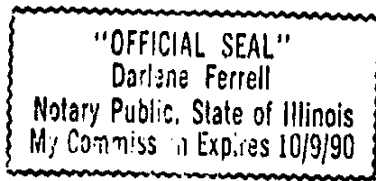
I, Darlene Ferrell, a Notary Public, do hereby certify that Dorothy Cyga and Lauralee Foertsch, personally known to me to be the same persons whose names are, respectively, as President and Secretary of **GARDEN CENTER FOR THE HANDICAPPED**, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2nd day of February, 1990.

Darlene Ferrell
Notary Public

Commission Expires:

(SEAL)



Notary of Cook County Clerk's Office

30071217

UNOFFICIAL COPY

9 0 0 7 1 2 4 7

EXHIBIT A - MORTGAGED PROPERTY RELEASED

Any building or buildings and all fixtures, heating and air conditioning equipment and all other machinery and equipment affixed to the following parcels of land:

LOT 140 IN FREDERICK H. BARTLETT'S 87TH STREET HOMESTEAD,
A SUBDIVISION OF THE WEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF
SECTION 37, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

30071247

UNOFFICIAL COPY

9 9 0 7 1 2 4 7

The foregoing First Amendment is hereby approved.

**AMERICAN NATIONAL BANK
AND TRUST COMPANY OF
CHICAGO, as Trustee**

By: Allen M. Byr
Its: Trust Officer

**MUNICIPAL BOND INVESTORS
ASSURANCE CORPORATION**

By: _____
Its: _____

Property of Cook County Clerk's Office

30071247

UNOFFICIAL COPY

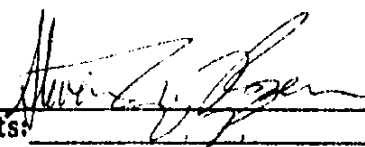
9 0 0 7 1 2 4 7

The foregoing First Amendment is hereby approved.

**AMERICAN NATIONAL BANK
AND TRUST COMPANY OF
CHICAGO, as Trustee**

By: _____
Its: _____

**MUNICIPAL BOND INVESTORS
ASSURANCE CORPORATION**

By:  _____
Its: _____

Property of Cook County Clerk's Office

30071247