

93582843

SECOND AMENDMENT

Dated as of June 15, 1993

to

LOAN AGREEMENT AND MORTGAGE

Dated as of August 1, 1988

From

GLENKIRK

To

ILLINOIS HEALTH FACILITIES AUTHORITY

Property of Cook County Clerk's Office

DEPT-11 RECORD T 941.50
107777 TRAN 3404 07/27/93 09:43:00
14507 * -93-582843
COOK COUNTY RECORDER

This instrument was prepared by
and after recording return to:

Cynthia A. Rybak
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603



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11/11/11

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SECOND AMENDMENT

SECOND AMENDMENT dated as of June 15, 1993 from GLENKIRK, an Illinois not for profit corporation (the "Mortgagor"), whose post office address is 3675 Commercial Avenue, Northbrook, Illinois 60062, 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 previously supplemented and amended by the First Amendment, dated as of March 15, 1992 (as so 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 November 1, 1988 as Document No. 2736459 in the Lake County, Illinois Recorder's Office and on November 2, 1988 as Document No. 88506246 in the Cook County, Illinois Recorder's Office.

RECITALS:

A. The capitalized terms used in this Second 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 Second 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 hereto shall not include the property attached to this Second Amendment as Exhibit A. The Authority and the Trustee do hereby release, remise, reassign, reconvey, terminate, transfer and set over to and unto Glenkirk all of their respective rights, title and interest in and to such property described on Exhibit A to this Second Amendment, and all of the Trustee's and the Authority's rights, title and interest under the Mortgage in and to such released property does hereby, cease, determine and become void.

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

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the \$3,415,000 Illinois Health Facilities Authority Revenue Bonds, Series 1988C (Community Provider Pooled Loan Program).

To the extent that moneys are deposited with the Trustee and used to redeem Correlative Bonds pursuant to Section 402(a) of the Indenture, the Mortgagor's Loan Payments will be reduced by an amount equal to the principal amount of the Correlative Bonds so redeemed.

This Second 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 Second 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.

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

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

GLENKIRK, Mortgagor

By: 
Its: CEO

(SEAL)

ATTEST


As: Asst. Sec'y

ILLINOIS HEALTH FACILITIES AUTHORITY,
Mortgagee

By: 
Chairman

(SEAL)

ATTEST

By: 
Executive Director

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

GLENKIRK, Mortgagor

By: _____
Its: _____

(SEAL)

ATTEST

Its: _____

ILLINOIS HEALTH FACILITIES AUTHORITY,
Mortgagee

By: John D. Darby
Chairman

(SEAL)

ATTEST

By: Mary Jo McCreary
Executive Director

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Rebecca Rauch a Notary Public, do hereby certify that Alan J. Szwed and Stacy Kopinski-Hess, personally known to me to be the same persons whose names are, respectively, as President and Secretary of GLENKIRK, 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 30th day of June, 1993.

Rebecca Rauch
Notary Public

Commission Expires: 4/1/96

(SEAL)



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

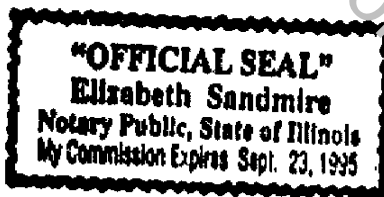
I, Elizabeth Sandmire, a Notary Public, do hereby certify that John P. Dailey and Mary M. McInerney, personally known to me to be the same persons whose names are, respectively, as Chairman and Executive Director of the ILLINOIS HEALTH FACILITIES AUTHORITY, subscribed to the foregoing instrument, appeared 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 Authority 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 22nd day of June, 1993.

Elizabeth Sandmire
Notary Public

Commission Expires:

(SEAL)



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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:

Parcel 1:

Parcel A: That part of the Northwest 1/4 of Section 33, Township 44 North, Range 10, East of the Third Principal Meridian, described as follows: commencing at a point on the West Line of the Northwest 1/4 of said Section 33, 1,293.93 feet South of the Northwest Corner of said 1/4 Section; thence East at right angles to the West line of said 1/4 Section, a distance of 811.13 feet; thence South 2 degrees 50 minutes East, a distance of 757.55 feet to a point on the center line of Schwerman Road (also know as Bangs Lake Road); thence North 66 degrees 50 minutes West on the center line of said Schwerman Road, 922.95 feet to a point on the West line of said 1/4 Section; thence North on the West line of said 1/4 Section, 393.87 feet to the place of beginning, in Lake County, Illinois.

Parcel B: That part of the Northwest 1/4 of Section 33, Township 44 North, Range 10, East of the Third Principal Meridian described as follows: commencing at a point on the West line of the Northwest 1/4 of said Section 33, 1,293.93 feet South of the Northwest corner of said 1/4 Section; thence East at right angles to said West line, 811.13 feet to the true point of beginning; thence North parallel to said West line 462.8 feet; thence East perpendicular to said West line, 157.6 feet; thence South parallel to said West line, 1,270.42 feet to the center line of Schwerman Road; thence North 66 degrees 50 minutes West along the center line of said road, 312.60 feet; thence North 13 degrees 10 minutes East, 140.0 feet; thence North 32 degrees 00 minutes East, 219.76 feet; thence North 2 degrees 50 minutes West 362.55 feet, more or less, to the true point of beginning (except that part thereof falling in Parcel A), in Lake County, Illinois.

Permanent Index Nos: 10-33-100-011 (Affects part of Parcel A)
10-33-100-012 (Affects remainder of Parcel B)

Property Address: 26719 North Owens Road, Mundelein, Illinois

Parcel 2:

The South 59.4 feet of the East 230 feet of the North 330 feet of the Northwest Quarter of the Southwest Quarter of Section 23, Township 43 North, Range 12, East of the Third Principal Meridian, in Lake County, Illinois.

Plus:

An Easement for ingress and egress for the benefit of Parcel 1 upon and over the East 16 feet of the West 49 feet of the East 230 feet of the Northwest Quarter of the Southwest Quarter of Section 23, Township 43 North, Range 12, East of the Third Principal Meridian,

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in Lake County, Illinois, lying North of Parcel 1 as created by deeds recorded as Documents 340254, 340255, 230256 and 340257.

Permanent Index No.: 16-23-300-008

Property Address: 1954 Green Bay Road, Highland Park, Illinois

Parcel 3:

Lot 23 in Westgate Garden Subdivision being a Subdivision of part of the Northeast Quarter of the Southwest Quarter of Section 35, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on July 27, 1976 as Document Number 2884063.

Permanent Index No.: 03-35-309-034

Property Address: 100 Ardyce Lane, Mt. Prospect, Illinois

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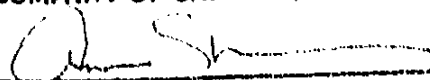
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The foregoing Second Amendment is hereby approved.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee

By: 
Its: Second Vice President

MUNICIPAL BOND INVESTORS ASSURANCE
CORPORATION

By: 
Its: Vice President

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The foregoing Second Amendment is hereby approved.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee

By: _____
Its: _____

MUNICIPAL BOND INVESTORS ASSURANCE
CORPORATION

By: Richard E. Singer
Its: Vice President

Property of Cook County Clerk's Office
630.328.43