

UNOFFICIAL COPY

93936629

260661

SECOND AMENDMENT

Dated as of October 1, 1993

to

LOAN AGREEMENT AND MORTGAGE

Dated as of September 1, 1990

From

SEQUIN SERVICES INCORPORATED and
FIRST NATIONAL BANK OF CICERO, not personally
but as trustee under a Trust Agreement dated March 7, 1989
and known as Trust No. 9692

To

93936629

ILLINOIS HEALTH FACILITIES AUTHORITY

DEPT-91 RECORDINGS 341.00
1999 TRAN 1727 11/17/93 13:45:00
*-93-936629
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

4/10
m

Return to: Box 15

N24-19953-14 N.H.L.

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STATE OF ILLINOIS, COUNTY OF COOK

IN SENATE

January 1, 1900

OF

RESOLUTIONS

AND

LAWS

AND

RESOLUTIONS

AND

LAWS

1900

IN SENATE

RESOLUTIONS
AND
LAWS
AND
RESOLUTIONS
AND
LAWS

STATE OF ILLINOIS, COUNTY OF COOK

RESOLUTIONS
AND
LAWS

RESOLUTIONS
AND
LAWS

SECOND AMENDMENT

SECOND AMENDMENT dated as of October 1, 1993 from **SEGUIN SERVICES INCORPORATED** ("Seguin"), an Illinois not for profit corporation (the "Mortgagor"), whose post office address is 3100 South Central Avenue, Cicero, Illinois, 60650 and **FIRST NATIONAL BANK OF CICERO**, not personally but as trustee under a Trust Agreement dated March 7, 1989 and known as Trust No. 9692, 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 September 1, 1990, as previously supplemented and amended by the First Amendment dated as of November 1, 1991 (the "First Amendment" and 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 December 17, 1991 as Document No. 91661948 in the Cook County Recorder of Deeds Office and the First Amendment was recorded on December 17, 1991 as Document No. 91661949 in the Cook County Recorder of Deeds 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.

C. Pursuant to Section 804 of the Trust Indenture dated as of September 1, 1990 (the "Indenture") between the Authority and American National Bank and Trust Company of Chicago, as trustee (the "Trustee"), the Authority and the Trustee may, with the consent of Capital Guaranty Insurance Company which consent shall not be unreasonably withheld, but without the consent of or notice to the holders of the Bonds hereinafter defined, consent to any amendment, change, or modification of the Mortgage which, in the judgment of the Trustee, does not materially adversely affect the rights of the Trustee or the holders of the Bonds.

D. The Trustee has determined that, in its judgment, the provisions of this Second Amendment do not materially adversely affect the rights of the Trustee or the holders of the Bonds, and therefore, such amendment to the Mortgage is permitted under Section 804 of the Indenture.

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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 A thereto shall not include the real property which is described in Exhibit A hereto (the "Released Property"). The Authority and the Trustee do hereby release, remise, reassign, reconvey, terminate, transfer and set over to and unto Seguin all of their respective rights, title and interest in and to the Released Property, and all of the Trustee's and the Authority's rights, title and interest under the Mortgage in and to such Released Property do hereby, cease, determine and become void.

The Mortgagor acknowledges that as to all other Mortgaged Property (as defined in the Mortgage) 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 \$26,314,000 Illinois Health Facilities Authority Revenue Bonds, Series 1990A (Community Provider Pooled Loan Program) and the \$1,083,000 Illinois Health Facilities Authority Taxable Revenue Bonds, Series 1990B (Community Provider Pooled Loan Program) (the "Bonds").

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 September 1, 1990" 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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The undersigned, being duly sworn, deposes and says that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

The undersigned, being duly sworn, deposes and says that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

The undersigned, being duly sworn, deposes and says that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

The undersigned, being duly sworn, deposes and says that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

The undersigned, being duly sworn, deposes and says that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

The undersigned, being duly sworn, deposes and says that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

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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.

SEGUIN SERVICES INCORPORATED,
Mortgagor

By William P. Olsen
Its President

(SEAL)

ATTEST:

Margaret A. Feeney
Its Secretary

ILLINOIS HEALTH FACILITIES AUTHORITY,
Mortgagee

By _____
Chairman

(SEAL)

ATTEST:

Executive Director

93936629

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IN WITNESS WHEREOF, the undersigned, the Clerk of the Court, has caused this document to be signed on this day of _____, 20____.

Clerk of the Court

[Signature]

Property of Cook County Clerk's Office

[Signature]

[Signature]

[Signature]

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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.

SEGUIN SERVICES INCORPORATED,
Mortgagor

By _____
Its _____

(SEAL)

ATTEST:

Its _____

ILLINOIS HEALTH FACILITIES AUTHORITY,
Mortgagee

By *John P. Daily*
Chairman

(SEAL)

ATTEST:

Margaret M. ...
Executive Director

93936629

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20____.

CLERK OF THE COURT

Property of Cook County Clerk's Office

[Handwritten Signature]



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FIRST NATIONAL BANK OF CICERO, not personally, but as trustee under a Trust Agreement dated March 7, 1989 and known as Trust No. 9692

By *Henry Richter*
Its *Vice President*

(SEAL)

ATTEST:

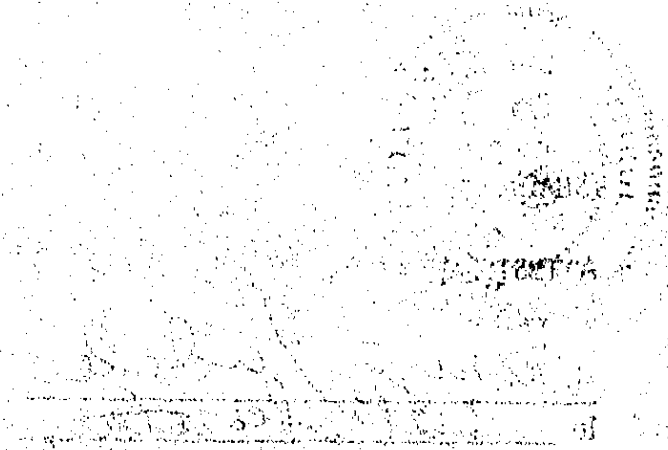
Nancy Fudale
Its *Asst. Secretary*

93936629

THIS DOCUMENT IS SIGNED BY PINNACLE BANK, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT KNOWN AS TRUST NO. 9692. SAID TRUST AGREEMENT IS HEREBY MADE A PART HEREOF AND ANY CLAIMS AGAINST SAID TRUSTEE WHICH MAY RESULT FROM THE SIGNING OF THIS DOCUMENT SHALL BE MADE PAYABLE ONLY OUT OF ANY TRUST PROPERTY WHICH MAY BE HELD THEREUNDER AND SAID TRUSTEE SHALL NOT BE PERSONALLY LIABLE FOR THE PERFORMANCE OF ANY OF THE TERMS OR CONDITIONS OF THIS DOCUMENT OF FOR THE VALIDITY OR CONDITION OF THE TITLE OF SAID PROPERTY OR FOR ANY AGREEMENT WITH RESPECT THERETO. ANY AND ALL PERSONAL LIABILITY OF PINNACLE BANK IS HEREBY EXPRESSLY WAIVED BY THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

UNOFFICIAL COPY

PROPERTY TAX MAP OF COOK COUNTY
GENERALLY FOR THE YEAR 1984
AND ADOPTED BY THE BOARD OF SUPERVISORS
ON JANUARY 10, 1984



Property of Cook County Clerk's Office

THIS MAP IS A PRELIMINARY MAP OF THE PROPERTY TAX MAP OF COOK COUNTY FOR THE YEAR 1984. IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE BOARD OF SUPERVISORS HAS ADOPTED THIS MAP AS A PRELIMINARY MAP. THE FINAL MAP WILL BE ADOPTED BY THE BOARD OF SUPERVISORS AT A LATER DATE. THE BOARD OF SUPERVISORS HAS ADOPTED THIS MAP AS A PRELIMINARY MAP. THE FINAL MAP WILL BE ADOPTED BY THE BOARD OF SUPERVISORS AT A LATER DATE.

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 4th day of October, 1993, by William Gleason and Marjorie Feeney, the President and Secretary, respectively, of SEGUIN SERVICES INCORPORATED, an Illinois not for profit corporation, on behalf of the Corporation.

Karen L. Baltrus

Notary Public



My commission expires:

11/28/94

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STATE OF ILLINOIS

1922

CITY OF COOK

The following instrument was acknowledged before me this 1st day of January 1922 by _____ and _____ the President and Secretary respectively of _____ in _____ and _____

Notary Public

" OFFICIAL SEAL "
MARCUS L. BALTUS
NOTARY PUBLIC
STATE OF ILLINOIS
EXPIRES _____

Property of Cook County Clerk's Office

1922

8 3 2 3 6 2 9
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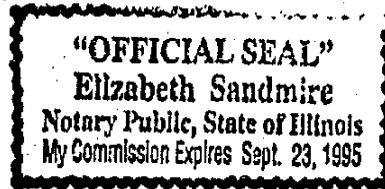
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 1st day of November, 1993, by John P. Dailey and Mary M. McInerney, the Chairman and Executive Director, respectively, of the ILLINOIS HEALTH FACILITIES AUTHORITY, a body politic and corporate and an instrumentality of the State of Illinois, on behalf of the Authority.

Elizabeth Sandmire
Notary Public

My commission expires:

September 23, 1995



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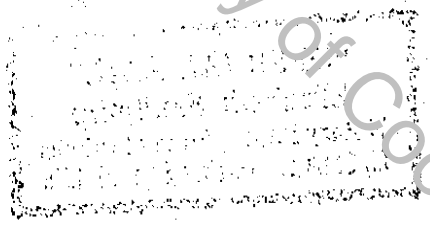
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STATE OF ILLINOIS

CLERK OF COOK COUNTY

The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20____.

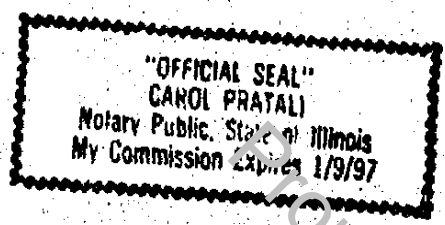


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STATE OF ILLINOIS)
) SS PINNACLE BANK is Successor
 COUNTY OF COOK) to First National Bank of Cicero

The foregoing instrument was acknowledged before me this 24th day of Sept, 1993, by Glenn J. Richter and Nancy Fudala, the Vice President and Asst. Secretary, respectively, of the FIRST NATIONAL BANK OF CICERO, a national banking association, on behalf of the Bank.



Carol Pratali
 Notary Public

My commission expires:
1-9-97

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93936629

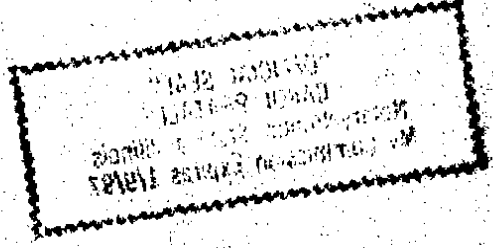
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Pinnacle Bank is Successor
to First National Bank of Cicero

CITY OF CHICAGO

The foregoing instrument was acknowledged before me on this 27th day of
February 2009 by _____ and _____ the _____
of the _____ of the _____ of Cicero, a national banking
association on behalf of the Bank.

Notary Public
My Commission Expires _____



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The foregoing Second Amendment is hereby approved.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee

By: [Signature]
Its: Second Vice President

CAPITAL GUARANTY INSURANCE COMPANY

By: [Signature]
Its: Senior Vice President

By: [Signature]
Its: Assistant Secretary

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The copyright in this work is owned by the State of Illinois and is hereby acknowledged.

THE STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE

CHAS. W. BENTLEY, Clerk

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EXHIBIT A

MORTGAGED PROPERTY RELEASED

PARCEL A:

Lot 16 and the North 8.5 feet of Lot 17 in Block 2 in J.H. Curtis Addition to Berwyn, a Subdivision of that part of the East 1/2 of the Southwest 1/4 of Section 30, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 2621 S. Kenilworth Avenue, Berwyn, Illinois

Permanent Index No: 16-30-305-014

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SECTION 1

PROPERTY TAXES

SECTION 2

PROPERTY TAXES

PROPERTY TAXES

PROPERTY TAXES

Property of Cook County Clerk's Office

PROPERTY TAXES