#### SECOND AMENDMENT

Dated as of October 1, 1993

to

#### LOAN AGREEMENT AND MORTGAGE

Dated as of September 1, 1990

From

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

To

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ILLINOIS HEALTH FACILITY! AUTHORITY

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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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Return to: Box 15 Na4-19953-14 N.H.L.

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#### 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.

#### ZECITALS:

- 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 Mortgago) be Mortgage continues in full force and effect as security for the loan from the Authority of 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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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,

**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.

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94	ILLINOIS HEALTH FACILITIES AUTHORITY, Mortgagee
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(SEAL)	Chairman
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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

TY PINN TER THIS DOCUMENT IS SIGNED BY PINNA LE JANK, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER A CENTARY TRUST ACRESMENT MNOWN AS TRUST NO. 9692 . SAID AROST AGREEMENT IS HEREBY MADE A PART HEREOF AND ANY CLAIMS ACKINST SAID TRUS-TEE 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 PER-SONALLY LIABLE FOR THE PERFORMANCE OF ANY OF THE TERMS OR CONDITIONS OF THIS DOCUMENT OF FOR THE VALIDITY OR CONDI-TION OF THE TITLE OF SAID FROPERTY 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.

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#### **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.

"OFFICIAL SEAL"
(AREN L. BALTRUS
PATARY PUBLIC, STATE OF ILLINOIS
NY COMMISSION EXPIRES 11/28/94

Notary Public

My commission expires:

11/28/94/ 2000 11/28/94/ 11/28/94/ 11/28/94/

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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 Sandmesse Notary Public Stopenil of Cooperation Clerk's Office

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# UNOFFICIAL COPY The foregoing Second Amendment is hereby approved.

AMERICAL COMPAN	NATIONAL BANK AND TRUST OF CHICAGO, as Trustee
BV (	
	Second Vice President

CAPITAL GUARANTY INSURANCE COMPANY

Property of Cook Colling Clark's Office

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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 (5): 16-30-305-014

EXPERIT A

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