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93082124

FIRST AMENDMENT
Dated as of December 1, 1992
to

LOAN AGREEMENT AND MORTGAGE

Dated as of August 1, 1988

From

CLEARBROOK CENTER FOUNDATION

To

ILLINOIS HEALTH FACILITIES AUTHORITY

93082124

DEPT-01 RECORDING

\$35.50

14:44 TRAN 3401 02/01/93 14:57:00

13716 # 93-082124

COOK COUNTY RECORDER

This instrument was prepared by
and after recording return to:

Julie E. Knipstein, Esq.
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

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FIRST AMENDMENT

This is a FIRST AMENDMENT dated as of December 1, 1992 from CLEARBROOK CENTER FOUNDATION., an Illinois not for profit corporation (the "Mortgagor"), whose post office address is 2800 West Central Road, Rolling Meadows, Illinois 60008, 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 November 14, 1988 as Document No. 88524716 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

Exhibit C to the Mortgage is hereby amended in its entirety to read as set forth in Exhibit A attached hereto.

This First Amendment may be executed in several counterparts, all or any part of which shall be regarded for all purposes as one original and shall constitute and be but 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.

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.

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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.

CLEARBROOK CENTER FOUNDATION,
Mortgagor

(SEAL)

By: Robert Y. Paddock
Its: PRESIDENT

ATTEST

Its: Secretary

ILLINOIS HEALTH FACILITIES AUTHORITY,
Mortgagee

(SEAL)

By: John P. Dailey
Chairman

Margaret M. [Signature]
Executive Director

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

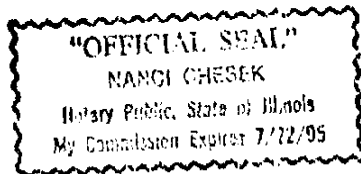
I, Nanci Chesek, a Notary Public, do hereby certify that Robert Y. Paddock and Samuel A. Hess, personally known to me to be the same persons whose names are, respectively, as President and Secretary of CLEARBROOK CENTER FOUNDATION, subscribed to the foregoing instrument, appeared before me this day in 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 27 day of January, 1993.

Nanci Chesek
Notary Public

Commission Expires:

(SEAL)



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, E. Michele LaMothe, 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 January, 1993.

E. Michele LaMothe
Notary Public

Commission Expires:
(SEAL)



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EXHIBIT A - ADDITIONAL PERMITTED ENCUMBRANCES

1. The Mortgaged Property is encumbered with Trust Deed described as follows:

A Trust Deed to secure a note which is payable to The Catholic Bishop of Chicago, an Illinois corporation sole.

Mortgagor: Clearbrook Center Foundation, an Illinois not for profit corporation

Trustee: Chicago Title and Trust Company

Dated: December 1, 1987

Amount: \$250,000.00

Recorded: December 11, 1987

Document: 87,655 262

The Note is payable in 10 annual installments of principal in the amount of \$25,000.00 each commencing November 1, 1988 and each successive November 1st thereafter until fully paid, together with interest at the rate of 10% per annum payable annually as per principal installments.

The Note and Trust Deed are to be subordinated to the Loan Agreement and Mortgage dated as of August 1, 1988.

2. The Mortgaged Property is encumbered by that certain Mortgage dated as of December 30, 1992 from Clearbrook Center Foundation to NBD Arlington Heights Bank and recorded on January 28, 1993 as Document No. 93072043 with the Recorder of Deeds of Cook County, Illinois, that certain Subordination Agreement dated as of December 30, 1992 between the Illinois Health Facilities Authority and NBD Arlington Heights Bank recorded on January 29, 1993 as Document No. 93076488 with the Recorder of Deeds of Cook County, Illinois and that certain Assignment of Real Estate Leases and Rentals dated as of December 30, 1992 and recorded on January 28, 1993 as Document Number 93072042 with the Recorder of Deeds of Cook County, Illinois.

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ATTACHMENT 1

The East 681.43 feet of the North 575 feet of the South 625 feet of the East 1060 feet of the South West Quarter of Section 36, Township 42 North, Range 10 East of the Third Principal Meridian in Cook County, Illinois.

Address: 2800 W. Central Road
Rolling Meadows, Illinois 60008

P.I.N. 02-36-302-004

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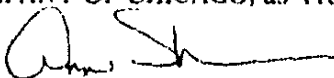
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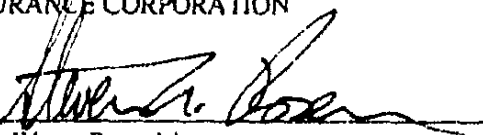
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The foregoing First Amendment is hereby approved.

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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