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FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

Dated: as of December 23, 1997

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<u>Assignor:</u> Holy Family Medical Center 100 North River Road Des Plaines, Illinois 60016	<u>Assignee:</u> American National Bank and Trust Company of Chicago 23 North LaSalle Street Chicago, IL 60690
<u>Mortgaged Property:</u> Common address: 150 North River Road, 1400 Golf Road, Des Plaines, Illinois P.I.N. No: 09-08-400-016 and 09-08-400-017	
<u>Prepared by:</u> Creighton R. Meland, Jr. Dickinson, Wright, Moon, Van Dusen & Freeman 225 W. Washington, Suite 400 Chicago, IL 60606	<u>When recorded, please return to:</u> Creighton R. Meland, Jr. Dickinson, Wright, Moon, Van Dusen & Freeman 225 W. Washington, Suite 400 Chicago, IL 60606

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FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

This First Amendment to Assignment of Rents and Leases (this "Amendment") made this 23rd day of December, 1997, by and between American National Bank and Trust Company of Chicago, a national banking association ("Assignee") and Holy Family Medical Center, an Illinois corporation ("Assignor")

WITNESSETH

WHEREAS Assignor is indebted to Assignee in the original principal amount of up to \$10,310,000, which indebtedness is evidenced by that certain Construction Loan Note (Direct Note Obligation Series 1997), dated July 30, 1997, executed by Assignor (as amended, extended, modified or supplemented from time to time, herein the "Original Note"), which Note provides for the payment of the indebtedness described therein;

WHEREAS the Original Note was issued under and in connection with a Construction Loan Agreement between Assignor and Assignee dated July 30, 1997 (as amended, extended, modified or supplemented from time to time, herein called the "Loan Agreement");

WHEREAS the obligations of Assignor to Assignee evidenced by the Original Note, and certain other obligations of Assignor to Assignee, are secured by an Assignment of Rents and Leases, dated July 30, 1997, and recorded against the premises legally described in Exhibit A hereto in the office of the Recorder of Deeds of Cook County, Illinois on August 1, 1997 as Document No. 97561375 (as amended, extended, modified or supplemented from time to time, the "Assignment");

WHEREAS Assignor has executed and delivered to Assignee a First Amendment to Construction Loan Agreement of even date herewith, which amends the Loan Agreement in certain respects, and a Construction Loan Note, in the original principal amount of \$10,310,000 dated December 23, 1997 (as amended, extended, modified or supplemented from time to time, the "Replacement Note") and various other security documents and agreements related thereto;

WHEREAS the Assignor and Assignee desire to amend the Assignment to modify the definition of the indebtedness secured by the Assignment to include among other things, the indebtedness described in the Loan Agreement and the Replacement Note, which Replacement Note shall re-evidence and replace the indebtedness evidenced by the Original Note and the Assignment shall continue to secure all other indebtedness presently secured by the Assignment;

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Now, therefore, in consideration of the premises, and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The recitals contained in this Amendment are hereby incorporated into the terms of this Amendment and form an integral part thereof.
2. In order to give effect to the foregoing, clause (a) of the first paragraph of the Assignment following the heading "WITNESSETH" on page 1 is amended by deleting it in its entirety and substituting the following therefor:

"(a) the payment of the principal sum of all indebtedness of the Assignor to the Assignee now or hereafter existing, including without limitation the principal sum of Ten Million Three Hundred Ten Thousand Dollars (\$10,310,000.00), payable in accordance with the terms of a Construction Loan Note dated December 23, 1997, payable by the Assignor to the order of Assignee, the final payment of which is due not later than January 31, 1999 together with interest thereon at the rates stated therein and in the Loan Agreement (as hereafter defined) (such promissory note, and all extensions, renewals and modifications thereof, and all notes issued in substitution or exchange therefor, being herein called the "Note")."

3. In all other respects, the Assignment shall remain unmodified and in full force and effect, shall secure in all respects the Replacement Note and all other terms, provisions and conditions of the Assignment are hereby confirmed and ratified by the Assignor. From and after the date hereof, the term "Mortgage Indebtedness" or terms of like import shall include, without limitation, all obligations constituting Mortgage Indebtedness after giving effect to this Amendment and the issuance of the Replacement Note. Nothing contained herein or by the discharge of the obligations evidenced by Original Note shall be construed to discharge, release or otherwise modify the obligations or liens created by the Assignment.

5. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This instrument has been made and executed and delivered in the State of Illinois and shall be governed by and construed in accordance with the internal law of the State of Illinois. This Amendment may be executed and delivered in one or more counterparts, with the intention that all such counterparts, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Amendment as of the day and year first above written.

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HOLY FAMILY MEDICAL CENTER,
an Illinois not-for-profit corporation

By: James F. Mueller
Title: VP. FINANCE

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By: John T. Deane
Title: Vice President

Property of Cook County Clerk's Office

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State of Illinois)
)SS
County of Cook)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that before me this day personally appeared James F. Wellner known to me to be and to be the Vice President of Holy Family Medical Center, and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 23rd day of December, 1997.

Susana Macias
Notary Public
My Commission Expires: _____
OFFICIAL SEAL
SUSANA MACIAS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/26/99

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Thomas R. Witt, a Notary Public in and for the state and county aforesaid, do hereby certify that before me this day personally appeared James L. Imbeau known to me and to be the Vice President of American National Bank and Trust Company of Chicago, and acknowledged to me that he executed and delivered this Agreement as his free and voluntary act, and as the free and voluntary act of said company for the uses set forth above.

14th IN WITNESS WHEREOF, I have hereunder set my hand and official seal this _____ day of December, 1997.

Thomas R. Witt
Notary Public
My Commission Expires: 4-10-01

OFFICIAL SEAL
THOMAS R. WITT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-10-2001

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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOLF ROAD ACCORDING TO THE PLAT OF DEDICATION RECORDED FEBRUARY 27, 1929 AS DOCUMENT NO. 10294766 WITH A LINE 100.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 02 DEGREES 28 MINUTES 26 SECONDS EAST (BEING AN ASSUMED BEARING FOR THIS LEGAL DESCRIPTION) ALONG SAID LAST DESCRIBED PARALLEL LINE, 902.45 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LAND CONVEYED TO NAZARETHVILLE BY WARRANTY DEED RECORDED AS DOCUMENT NO. 22245835; THENCE NORTH 88 DEGREES 42 MINUTES 28 SECONDS EAST ALONG SAID SOUTH LINE OF LAND CONVEYED TO NAZARETHVILLE BY WARRANTY DEED RECORDED AS DOCUMENT NO. 22245835 AND ALONG SAID LINE EXTENDED EASTERLY AND WESTERLY, 1118.06 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 47.88 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS, 209.90 FEET; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 96.05 FEET (THE CHORD OF SAID ARC BEARS SOUTH 12 DEGREES 06 MINUTES 43 SECONDS WEST, 76.45 FEET); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 4.73 FEET TO A POINT ON THE NORTH FACE OF A BRICK BUILDING, 32.51 FEET WEST OF THE NORTHEAST CORNER OF SAID BUILDING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH FACE OF THE BRICK BUILDING, 18.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 4.73 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 70.86 FEET (THE CHORD OF SAID ARC BEARS NORTH 29 DEGREES 17 MINUTES 34 SECONDS WEST, 62.75 FEET); THENCE NORTH 64 DEGREES 07 MINUTES 20 SECONDS WEST, 53.64 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 206.51 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 113.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOLF ROAD ACCORDING TO THE PLAT OF DEDICATION RECORDED FEBRUARY 27, 1929, AS DOCUMENT NO. 10294766, WITH A LINE 100.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 (THE WEST LINE OF SAID SOUTHEAST 1/4 HAVING AN ASSUMED BEARING OF NORTH 02 DEGREES 28 MINUTES 26 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST ALONG SAID NORTH LINE OF GOLF ROAD, 1024.49 FEET; THENCE NORTH 00

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DEGREES 01 MINUTES 44 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 81.87 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 01 MINUTES 44 SECONDS WEST, 118.79 FEET; THENCE NORTH 45 DEGREES 04 MINUTES 42 SECONDS WEST, 38.14 FEET TO A POINT ON THE SOUTHEASTERLY FACE OF A BRICK BUILDING; THENCE NORTH 44 DEGREES 55 MINUTES 18 SECONDS EAST ALONG THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY FACE OF SAID BRICK BUILDING, 8.99 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH FACE OF A BRICK BUILDING; THENCE NORTH 89 DEGREES 55 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 13.22 FEET; THENCE SOUTH 45 DEGREES 04 MINUTES 42 SECONDS EAST, 37.28 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 16.82 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST, 173.10 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 95.95 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST, 117.73 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 13.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST, 74.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 AND 2 AS SETFORTH IN DOCUMENT RECORDED AS 97217896 and as amended by document 97564757.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR ACCESS, PARKING UTILITY SERVICES AND LOADING DOCK PURPOSES AS DEFINED IN DECLARATION OF RECIPROCAL EASEMENTS MADE BY HOLY FAMILY MEDICAL CENTER DATED JULY 30, 1997 AND RECORDED AUG 1, 1997 AS DOCUMENT 97561373.

ILLINOIS Common Address: 150 North River Road, and 1400 Golf Road, Des Plaines, Illinois
P.I.N. No.(s): 09-08-400-016
09-08-400-017

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