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This Document Prepared By
and After Recording Return To:

97127303

R. William Hunter
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

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COOK COUNTY RECORDER

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RECORDER'S USE ONLY

FIRST SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This First Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of February 1, 1997 (the "Supplement"), is being entered into between Glenkirk, an Illinois not for profit corporation with its principal place of business and mailing address at 3504 Commercial Avenue, Northbrook, Illinois (hereinafter referred to as "Mortgagor"), and Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as "Mortgagee");

WITNESSETH THAT:

WHEREAS, Mortgagor did heretofore execute and deliver to Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated as of January 1, 1997, and recorded in the office of the Recorder of Deeds of Cook County, Illinois on January 8, 1997, as Document Number 97-016356 (the "Mortgage"), encumbering the property described on Schedule I attached hereto, in order to secure certain indebtedness of Mortgagor described therein now or from time to time owing to Mortgagee; and

WHEREAS, Mortgagee has issued its irrevocable transferable letter of credit in the original stated amount of \$5,335,679 for the account of the Mortgagor (such letter of credit, as the same may be from time to time amended or supplemented, and any and all letters of credit issued in renewal thereof or in substitution or replacement therefor, being hereinafter referred to as the "Letter of Credit") pursuant to that certain Reimbursement Agreement dated as of January 1, 1996 (the "Reimbursement Agreement"), between the Company and the Mortgagee, which Letter of Credit has been issued to secure \$5,285,000 aggregate

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principal amount of the Illinois Health Facilities Authority Variable Rate Demand Revenue Bonds (Glenkirk Project) which Bonds mature on February 15, 2021;

WHEREAS, the stated expiration date of the Letter of Credit is initially January 7, 2002, and may be extended to March 1, 2021;

WHEREAS, under the terms of the Reimbursement Agreement, the Mortgagor is justly and truly obligated to reimburse Mortgagee for any drawings made under the Letter of Credit and to pay to Mortgagee all other indebtedness, obligations and liabilities of the Mortgagor to Mortgagee under the Reimbursement Agreement or under any other Related Document (as defined in the Reimbursement Agreement), together with interest thereon at the rates set forth in the Reimbursement Agreement (hereinafter referred to collectively as the "Reimbursement Obligations");

WHEREAS, the Reimbursement Obligations not sooner paid or payable, will become due and payable on the Termination Date (as defined in the Reimbursement Agreement);

WHEREAS, concurrently herewith Mortgagor shall become justly and truly indebted to Mortgagee in the principal sum of Two Hundred Thousand Dollars (\$200,000) as evidenced by that certain Term Loan Note dated February 21, 1997, and payable to the order of Mortgagee whereby Mortgagor promises to pay said principal sum together with interest thereon prior to maturity at the rate and at the times specified therein, with a final maturity of all principal and interest not required to be sooner paid of February 21, 2002 (such Term Loan Note and any and all notes issued in renewal thereof are in substitution or replacement therefor being hereinafter referred to as the "Note") (all of the indebtedness, obligations and liabilities of the Mortgagor to Mortgagee under the Term Loan Note shall be referred to collectively herein as the "Term Loan Obligations").

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to secure the Term Loan Obligations as provided herein; and

WHEREAS, the Mortgage is to continue to secure all the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

NOW, THEREFORE, for and in consideration of good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgage shall be and hereby is supplemented and amended as follows, to wit:

As amended hereby, the Mortgage is made and given to secure, and shall secure, (i) the payment of the Reimbursement Obligations and the Term Loan Obligations as and when the same become due and payable (whether by lapse of time, acceleration or otherwise), (ii) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms and (iii) the observance and performance of all covenants and agreements contained herein, in the Reimbursement Agreement and in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations

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and liabilities described in clauses (i), (ii) and (iii) above being hereinafter collectively referred to as the "*Secured Indebtedness*"), Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign and pledge unto Mortgagee, its successors and assigns, and grant to Mortgagee, its successors and assigns a security interest in, all and singular the properties, rights, interests, titles and privileges of Mortgagor, whether now owned or hereafter acquired, described in Granting Clauses I, II, III, IV, V, VI, VII and VIII below, all of the same being collectively referred to herein as the "*Mortgaged Property*":

GRANTING CLAUSE I

The real estate in the County of Cook and State of Illinois described in Schedule I hereto (the "*Land*").

GRANTING CLAUSE II

All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the Land and all materials intended for construction, reconstruction, alteration and repairs of such buildings and improvements, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the Land (collectively, the "*Improvements*").

GRANTING CLAUSE III

All fixtures, machinery, apparatus, equipment, fittings and articles of personal property now or hereafter attached to or contained in or used or useful in connection with the Land and the Improvements and the operation, maintenance and protection thereof and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land or Improvements in any manner (collectively, the "*Equipment*").

GRANTING CLAUSE IV

All present or future leases or subleases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the Land and the Improvements which the Mortgagor has made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by Mortgagee under the powers granted in this Mortgage, including all amendments and supplements to and renewals thereof at any time made (collectively, the "*Leases*"), together with all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any way appertaining to the Land and the Improvements and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all of the foregoing, or under any contracts or options for the sale of all or any part of, such property (including during any period allowed by law for the redemption of such property after any foreclosure or other sale), together with the right,

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but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the Secured Indebtedness and to demand, sue for and recover the same when due or payable.

GRANTING CLAUSE V

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or any taking of the Land or any part thereof or any building or other Improvement or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to such property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively, "Condemnation Awards") and all proceeds of insurance relating to the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV, VI and VII hereof.

GRANTING CLAUSE VI

All property and rights which are by the express provisions of this Mortgage required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter be subjected to the lien hereof.

GRANTING CLAUSE VII

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the Land or any part thereof.

GRANTING CLAUSE VIII

All proceeds and products of the property described in Granting Clauses I, II, III, IV, V, VI and VII, whether now existing or hereafter arising.

TO HAVE AND TO HOLD the Mortgaged Property and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, pledged and assigned, and in which a security interest is granted, or intended to be granted, unto Mortgagee, its successors and assigns, forever; *provided, however*, that this instrument is upon the express condition that if the Letter of Credit is returned to the Mortgagee for cancellation and the Reimbursement Obligations and the Term Loan Obligations have been paid in full and all other Secured Indebtedness has been fully paid and performed, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void and this Mortgage shall be released by Mortgagee upon the written request and at the expense of Mortgagor,

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otherwise to remain in full force and effect. The foregoing granting clauses are in addition to and supplemental of and not in substitution for the granting clauses contained in the Mortgage, and nothing herein contained shall affect or impair the lien or priority of the Mortgage as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

1. Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct and that no "*event of default*" (as such term is defined in the Mortgage), or any other event which with the lapse of time or the giving of notice, or both, would constitute such an event of default, has occurred and is continuing or shall result after giving effect to this Supplement. Mortgagor hereby repeats and reaffirms all covenants and agreements contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby. The Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as supplemented hereby will be promptly paid as and when the same becomes due and payable.

2. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage as supplemented hereby, all to the end that any capitalized terms defined herein and used in the Mortgage as supplemented hereby shall have the same meanings in the Mortgage as supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the term "*Secured Indebtedness*" shall be deemed references to all the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby; all references to "*Reimbursement Obligations*" shall be deemed references, collectively, to Reimbursement Obligations and Term Loan Obligations; and all references to "*Mortgaged Property*" shall be deemed collective references to all of the properties, real, personal and mixed, conveyed, mortgaged and pledged or assigned by the Mortgage as amended and supplemented hereby.

3. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby.

4. Mortgagor acknowledges and agrees that the Mortgage as supplemented hereby is and shall remain in full force and effect, and that the Mortgaged Property are and shall remain subject to the lien and security interest granted and provided for by the Mortgage for the benefit and security of all the Secured Indebtedness, including without limitation, the Reimbursement Obligations. Without limiting the foregoing, Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the Mortgage, (ii) all obligations of Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the Secured Indebtedness, it being specifically understood and agreed that this Supplement shall constitute and be, among other

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things, an acknowledgment and or the continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and of the obligations of Mortgagor to Mortgagee, which exist under the Mortgage as supplemented hereby.

5. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

6. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage in any of such to be deemed to be a reference to the Mortgage as supplemented hereby.

7. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

8. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of Mortgagor, or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the Secured Indebtedness contained in the Mortgage as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed the day and year first above written.

GLENKIRK

By Paul C. Lapping
Its President
Paul C. Lapping
(Type or Print Name)

Accepted and agreed to in Chicago, Illinois as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK

By _____
Its _____

(Type or Print Name)

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed the day and year first above written.

GLENKIRK

By _____
Its _____

(Type or Print Name)

Accepted and agreed to in Chicago, Illinois as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK

By *Janice B. Hemauer*
Its *Vice President*

Janice B. Hemauer
(Type or Print Name)

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, BENJAMIN D. STEINER, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Paul C. Lapping, President, of Glenkirk, an Illinois not for profit corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such he and appeared before me this day in person and acknowledged that ~~he~~^{she} signed and delivered the said instrument as his~~her~~ own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of February, 1997.

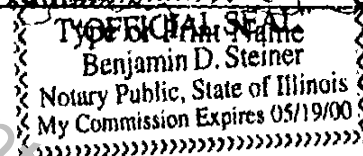


Notary Public

(Notarial Seal)

Commission Expires:

May 19, 2000



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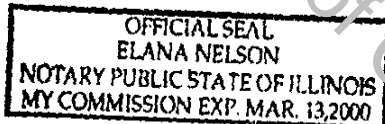
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Elana Nelson, Notary Public in and for said County, in the State aforesaid, do hereby certify that Janice B. Hemauer, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 1st day of February, 1997.

Elana Nelson
Notary Public



Elana Nelson
(Type or Print Name)

(Notarial Seal)

Commission Expires:

March 13, 2000

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SCHEDULE I

LEGAL DESCRIPTION

STREET ADDRESS: 3504 COMMERCIAL AVE.

CITY: NORTHBROOK

COUNTY: COOK

TAX NUMBER: 04-05-102-010-0000

LEGAL DESCRIPTION:

LOT 7 IN ADDITION TO LOTS 7, 10 AND 11 IN NORTHBROOK EDENS INDUSTRIAL PARK SUBDIVISION UNIT NUMBER 1, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5 AND PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED DECEMBER 22, 1966 AS DOCUMENT 20028467 IN COOK COUNTY, ILLINOIS.

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