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Cook County Recorder

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[CLEARBROOK]

RELEASE AND SATISFACTION OF LOAN AGREEMENT AND
MORTGAGE AND GUARANTY AGREEMENT



WHEREAS, the ILLINOIS HEALTH FACILITIES AUTHORITY (the "Authority") has previously issued its Revenue Bonds, Series 1988A (Community Provider Pooled Loan Program) in the aggregate principal amount of \$26,608,000, its Revenue Bonds, Series 1988B (Community Provider Pooled Loan Program) in the original aggregate principal amount of \$42,910,000 and its Taxable Revenue Bonds, Series 1988C (Community Provider Pooled Loan Program) in the original aggregate principal amount of \$3,415,000 (collectively, the "Prior Bonds") under the Trust Indenture dated as of August 1, 1988, as amended (the "Prior Indenture"), between the Authority and American National Bank and Trust Company of Chicago, as trustee (the "Prior Trustee"), and loaned a portion of the proceeds of the Prior Bonds in the original principal amount of \$1,754,000 to Clearbrook, an Illinois not for profit corporation (the "Corporation"); and

WHEREAS, as further accurity for the repayment of the loan to Clearbrook Center for the Handicapped (the "Guarantor") executed and delivered to the Prior Trustee that certain Guaranty and Security Agreement dated as of August 1, 1988 (the "Guaranty"); and

WHEREAS, the Authority under and pursuant to the Prior Indenture has granted, bargained, sold, conveyed, confirmed, assigned, transferre i in rust, mortgaged and pledged to the Prior Trustee and granted a security interest unto the Prior Trust e in all of the property described in the Granting Clauses of the Prior Indenture; and

WHEREAS, the Authority has executed and deliverer to the Prior Trustee that certain Forty-First Supplemental Trust Indenture dated as of June 15, 2000 between the Authority and the Prior Trustee (the "Supplemental Indenture"); and

Whereas, the Authority has caused certain United States Government Obligations identified in Exhibit B to the Supplemental Indenture (the "Refunding Obligations") to be purchased and deposited with the Prior Trustee, in trust, pursuant to the Prior Indenture, as supplemented and amended by the Supplemental Indenture. The principal of the Refunding Obligations, together with the interest to be earned thereon, without consideration of any reinvestment thereon, and certain uninvested cash held by the Prior Trustee, will be fully sufficient to pay the principal of and interest on the Non-Correlative and the Correlative Bonds (as defined in the Prior Indenture) of the Corporation on August 15, 2000 and to redeem on August 15, 2000 the remaining Non-Correlative and Correlative Bonds remaining outstanding at a redemption price of par, based upon the verification report of Dunbar, Breitweiser & Company, LLP, dated June 15, 2000. The Corporation has paid or caused to be paid all other sums payable under the Loan Agreement and Mortgage dated as of August 1, 1988 (the "Prior Mortgage"), as supplemented by a First Amendment dated as of December 1, 1992 (the "First Amendment"), each between the Corporation, as Mortgagor, and the Authority, as Mortgagee, thus entitling the Corporation to a release of the lien and security interest of the Prior Mortgage; and

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WHEREAS, the Prior Mortgage was recorded on November 14, 1988 as document 88524716 in Cook County, Illinois Recorder's Office and the First Amendment was recorded on February 1, 1993 as document 93082124 and the real property subject to the lien of the Prior Mortgage is attached as *Exhibit A* hereto; and

Now Therefore, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Prior Trustee and the Authority, except as provided in the Supplemental Indenture, do hereby forever release, remise, reassign, reconvey, terminate, transfer and set over to and unto the Corporation and the Guarantor all of their respective rights, title and interest in and to the Prior Mortgage and the Guaranty and in and to any other property which may have been granted, bargained, sold, conveyed, confirmed, assigned, transferred in trust, mortgaged and pledged by or in which a security interest has been granted or assigned by the Prior Mortgage or the Guaranty as and for additional security for the Non-Correlative and the Correlative Bonds and, except as provided in the Supplemental Indenture, all of the Prior Trus ee's and the Authority's rights, title and interest under the Prior Mortgage and the Guaranty do hereby cease, determine and become void. The Prior Trustee and the Authority hereby acknowledge that all obligations of the Corporation in respect of the covenants contained in i pomp. the Prior Mortgage and of the Courantor in respect of the covenants contained in the Guaranty have hereby ceased, determined and been completely discharged, except as otherwise provided in the Supplemental Indenture.

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IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as trustee, has caused these presents to be signed in its name on its behalf by one of its Authorized Officers, and its official seal to be hereunto affixed and the same to be attested by one of its Authorized Officers, and the Illinois Health Facilities Authority has caused these presents to be signed in its name and on its behalf by its Executive Director, all as of the 15th day of June, 2000.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Prior Trustee

By_

Authorized Officer

(Seal)

ATTEST:

AHESI.

Authorized Officer

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ILLINOIS HEACH FACILITIES AUTHORITY

3y <u>J</u>

Associate Executive Director

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 15th day of June, 2000 by Pamela A. Lenane, Associate Executive Director, of the ILLINOIS HEALTH FACILITIES AUTHORITY, a body politic and corporate and an instrumentality of the State of Illinois, on behalf of said instrumentality.

JUNIL CLORT'S OFFICO

My commission expires:

(Seal)

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EXHIBIT A

LEGAL DESCRIPTION

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

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