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This Leasehold Mortgage was prepared by
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LEASEHOLD MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES, RENTS AND PROFITS,
FINANCING STATEMENT AND FIXTURE FILING

made by

VHS of ILLINOIS, INC.,
as the Mortgagor,

to

BANK OF AMERICA, N.A.,
Collateral Agent for Various Lending Institutions,
as the Mortgagee

BOX 333-CT1

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LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING

THIS LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING, dated as of July 30, 2001 (as amended, modified or supplemented from time to time, this "Mortgage"), made by VHS OF ILLINOIS, INC., a Delaware corporation (the "Mortgagor"), having an address at 20 Burton Hills Boulevard, Suite 100, Nashville, Tennessee 37215, as the mortgagor, to BANK OF AMERICA, N.A., a national banking institution, having an address at 100 North Tryon Street, Charlotte, North Carolina 28255 (together with any successor mortgagee, the "Mortgagee"), as Collateral Agent, as the mortgagee for the benefit of the Secured Creditors (as defined below).

All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to such terms in the Credit Agreement described below.

WITNESSETH:

WHEREAS, Vanguard Health Systems, Inc., a Delaware corporation, as Borrower (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), the Mortgagee, as Administrative Agent, and First Union National Bank and General Electric Capital Corporation, as Co-Documentation Agents, have entered into a Credit Agreement, dated as of July 30, 2001, providing for the making of Loans to the Borrower and the issuance of, and participation in, Letters of Credit for the account of the Borrower, as contemplated therein in the aggregate maximum principal amount of \$125,000,000 (as used herein, the term "Credit Agreement" means the Credit Agreement described above in this recital, as the same may be amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, and includes any agreement extending the maturity of, refinancing or restructuring (including, but not limited to, the inclusion of additional borrowers or guarantors thereunder or any increase in the amount borrowed thereunder) all or any portion of the indebtedness under such agreement or any successor agreements, whether or not with the same agent, trustee, representative lenders or holders) (the Lenders, the Issuing Lender, the Administrative Agent and the Mortgagee are hereinafter collectively referred to as the "Lender Creditors");

WHEREAS, the Borrower and the other Credit Parties may at any time and from time to time after the date hereof enter into one or more Interest Rate Protection Agreements or Other Hedging Agreements with one or more Lender Creditors or any affiliate thereof (each such Lender Creditor or affiliate, even if the respective Lender Creditor subsequently ceases to be a Lender under the Credit Agreement for any reason, together with such Lender Creditor's or affiliate's successors and assigns, if any, are herein called, collectively, the "Other Creditors", and together with the Lender Creditors, are herein called the "Secured Creditors");

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WHEREAS, the Mortgagor is the owner of a valid leasehold in and to the Mortgaged Property (as hereinafter defined);

WHEREAS, pursuant to the Subsidiaries Guaranty, the Mortgagor has jointly and severally guaranteed to the Secured Creditors the payment when due of all obligations and liabilities of the Borrower and the other Credit Parties under or with respect to the Credit Agreement, the other Credit Documents and the Interest Rate Protection Agreements and the Other Hedging Agreements;

WHEREAS, it is a condition precedent to the extensions of credit under the Credit Agreement that the Mortgagor shall have executed and delivered to the Mortgagee this Mortgage; and

WHEREAS, the Mortgagor desires to enter into this Mortgage to satisfy the condition in the preceding paragraph and to secure (and this Mortgage shall secure) the following:

(i) the full and prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, principal, premium, interest, reimbursement obligations, fees and indemnities thereon (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of the Mortgagor at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding)) of the Mortgagor to the Lender Creditors, whether now existing or hereafter incurred under, arising out of or in connection with the Credit Agreement and the other Credit Documents to which Mortgagor is a party (including all such obligations, liabilities and indebtedness of the Mortgagor under the Subsidiaries Guaranty) and the due performance and compliance by the Mortgagor with all of the terms, conditions and agreements contained in the Credit Agreement and in such other Credit Documents;

(ii) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of the Mortgagor at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding) owing by the Mortgagor to the Other Creditors, under, or with respect to (including all such obligations, liabilities and indebtedness of the Mortgagor under the Subsidiaries Guaranty), any Interest Rate Protection Agreement or Other Hedging Agreement, whether such Interest Rate Protection Agreement or Other Hedging Agreement is now in existence or hereafter arising, and the due performance and compliance by the Mortgagor or such other Credit Party with all of the terms, conditions and agreements contained therein;

(iii) any and all sums advanced by the Mortgagee in order to preserve or protect its lien and security interest in the Mortgaged Property;

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(iv) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities of the Mortgagor and each other Credit Party referred to above, all expenses of re-taking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Mortgaged Property, or of any exercise by the Mortgagee of its rights hereunder, together with reasonable attorneys' fees and disbursements and court costs (including without limitation all such amounts referred to in Section 4.09 hereof);

(v) all amounts paid by any Secured Creditor as to which such Secured Creditor has the right to reimbursement under Section 4.10 hereof; and

(vi) any and all renewals, extensions and modifications of any of the obligations and liabilities referred to in clauses (i) through (v) above, inclusive;

all such obligations, liabilities, sums and expenses set forth in clauses (i) through (vi) above being herein collectively called the "Obligations". Mortgagor hereby expressly waives and releases any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

NOW, THEREFORE, as security for the Obligations and in consideration of the payment of ten dollars (\$10.00) and the other benefits accruing to the Mortgagor, the receipt and sufficiency of which are hereby acknowledged, **THE MORTGAGOR HEREBY MORTGAGES, GIVES, GRANTS, BARGAINS, SELLS, WARRANTS, CONVEYS AND CONFIRMS TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER**, with power of sale (subject to applicable law) all of the Mortgagor's estate right, title and interest, whether now owned or hereafter acquired, whether as lessor or lessee and whether vested or contingent, in and to all of the following:

A. The land described in Exhibit A hereto together with all rights, privileges, franchises and powers related thereto which are appurtenant to said land or its ownership, including all minerals, oil and gas and other hydrocarbon substances thereon or therein; waters, water courses, water stock, water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant), sewer rights, shrubs, crops, trees, timber and other emblements now or hereafter on, under or above the same or any part or parcel thereof (the "Land");

B. All buildings, structures, tenant improvements and other improvements of every kind and description now or hereafter located in or on the Land, including, but not limited to, all structures, improvements, rail spurs, dams, reservoirs, water, sanitary and storm sewers, drainage, electricity, steam, gas, telephone and other utility facilities, parking areas, roads, driveways, walks and other site improvements of every kind and description now or hereafter erected or placed on the Land; together with all additions thereto and all renewals, alterations, substitutions and replacements thereof (collectively, the "Improvements");

C. All fixtures, attachments, appliances, equipment, machinery, building materials and supplies, and other tangible property, now or hereafter attached to said

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Improvements or now or at any time hereafter located on the Land and/or Improvements, including, but not limited to, artwork, decorations, draperies, furnaces, boilers, oil burners, piping, plumbing, refrigeration, air conditioning, lighting, ventilation, disposal and sprinkler systems, elevators, motors, dynamos and all other equipment and machinery, appliances, fittings and fixtures of every kind located in or used in the operation of the Improvements located on the Land, together with all additions thereto and all renewals, alterations, substitutions and replacements thereof (hereinafter sometimes collectively referred to as the "Equipment");

D. The leasehold estate of the Mortgagor, as lessee, under that certain Building and Ground Lease dated February 1, 2000 between the Mortgagor, as lessor and MacNeal Health Services Corporation, as lessor as described in that certain Memorandum of Lease, dated January 31, 2000 between Mortgagor, as lessee and MacNeal Health Services Corporation, as lessor and recorded as document 00086942 of the official records of the Cook County Recorder's Office, as amended by that certain Amendment No. 1 to Building and Ground Lease dated July 27, 2001 and recorded as document _____ ⑥ of the official records of the Cook County Recorder's Office. *3300 S. Oak Park*

E. The leasehold estate of the Mortgagor as tenant under that certain Building and Ground Lease dated February 1, 2000 between the Mortgagor, as lessee and MacNeal Health Services Corporation, as lessor as described in that certain Memorandum of Lease, dated January 31, 2000 between Mortgagor, as lessee and MacNeal Health Services Corporation, as lessor and recorded as document 00086943 of the official records of the Cook County Recorder's Office, as amended by that certain Amendment No. 1 to Building and Ground Lease dated July 27, 2001 and recorded as document _____ ⑦ of the official records of the Cook County Recorder's Office. *3340 S. Oak Park*

F. The leasehold estate of the Mortgagor as tenant under that certain Building and Ground Lease dated February 1, 2000 between the Mortgagor, as lessee and MacNeal Health Services Corporation, as lessor as described in that certain Memorandum of Lease, dated January 31, 2000 between Mortgagor, as lessee and MacNeal Health Services Corporation, as lessor and recorded as document 00086944 of the official records of the Cook County Recorder's Office, as amended by that certain Amendment No. 1 to Building and Ground Lease dated July 27, 2001 and recorded as document _____ ⑧ of the official records of the Cook County Recorder's Office. *3334-3336 S. Grove*

G. The leasehold estate of the Mortgagor as tenant under that certain Building and Ground Lease dated February 1, 2000 between the Mortgagor, as lessee and MacNeal Memorial Hospital Association and MacNeal Health Services Corporation, as lessor as described in that certain Memorandum of Lease, dated January 31, 2000 between Mortgagor, as lessee and MacNeal Memorial Hospital Association and MacNeal Health Services Corporation, as lessor and recorded as document 00086945 of the official records of the Cook County Recorder's Office, as amended by that certain Amendment No. 1 to Building and Ground Lease dated July 27, 2001 and recorded as document _____ ⑨ of the official records of the Cook County Recorder's Office. (The Leases described in paragraphs D, E, F, and G above, together with any

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amendments, modifications, extensions, renewals, restatements or substitutions, are hereafter referred to each as a "Ground Lease" and collectively as the "Ground Leases.")

H. All surface rights, appurtenant rights and easements, rights of way, and other rights appurtenant to the use and enjoyment of or used in connection with the Land and/or the Improvements;

I. All streets, roads and public places (whether open or proposed) now or hereafter adjoining or otherwise providing access to the Land, the land lying in the bed of such streets, roads and public places, and all other sidewalks, alleys, ways, passages, vaults, water courses, strips and gores of land now or hereafter adjoining or used or intended to be used in connection with all or any part of the Land and/or the Improvements;

J. Any leases, lease guaranties and in any other agreements relating to the use and occupancy of the Land and/or the Improvements or any portion thereof, including, but not limited to, any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code (the "Bankruptcy Code") or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Land and/or the Improvements (collectively, "Leases");

K. All revenues, rents, receipts, income, accounts receivable, issues and profits of the Mortgaged Property (collectively, "Rents"),

L. To the extent assignable, all permits, licenses and rights relating to the use, occupation and operation of the Land and/or the Improvements or any business conducted thereon or therein;

M. All real estate tax refunds payable to the Mortgagor with respect to the Land or the Improvements, and refunds, credits or reimbursements payable with respect to bonds, escrow accounts or other sums payable in connection with the use, development, or ownership of the Land and/or Improvements;

N. Any claims or demands with respect to any proceeds of insurance in effect with respect to the Land and/or the Improvements, including interest thereon, which the Mortgagor now has or may hereafter acquire and any and all awards made for the taking by eminent domain, condemnation or by any proceedings, transfer or purchase in lieu or in anticipation of the exercise of said rights, or for a change of grade, or for any other injury to or decrease in the value of, the whole or any part of the Mortgaged Property;

O. Any zoning lot agreements, air rights and development rights which may be vested in the Mortgagor together with any additional air rights or development rights which have been or may hereafter be conveyed to or become vested in the Mortgagor; and

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P. All proceeds and products of the conversion, whether voluntary or involuntary, including, but not limited to, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement, of any of the foregoing estates, rights, property and interests, whether into cash, liquidated claims or otherwise.

All of the forgoing estates, rights, property and interests hereby mortgaged to the Mortgagee are sometimes referred to collectively herein as the "Mortgaged Property".

TO HAVE AND TO HOLD the above granted and described Mortgaged Property unto the Mortgagee and to its successors and assigns forever, and the Mortgagor hereby covenants and agrees, on behalf of itself and its successors and assigns, to warrant and defend the Mortgaged Property unto the Mortgagee, its successors and assigns against the claims of all persons and parties whatsoever. The present amount of the Loan secured hereby is \$125,000,000.00; the maximum amount, including present and future Obligations, which may be secured hereby at any one time is \$504,000,000.00, plus interest, plus any disbursements and taxes and insurance on the Mortgaged Property, plus interest thereon at the rate set forth in Section 1.08(c) of the Credit Agreement, and any other sums advanced in accordance with the terms hereof or any of the other Financing Documents to protect the security of this Mortgage or any of the Financing Documents.

PROVIDED, HOWEVER, that if the Obligations shall have been paid in cash and performed in full, then, in such case the Mortgagee shall, at the request and expense of the Mortgagor, satisfy this Mortgage (without recourse and without any representation or warranty) and the estate, right, title and interest of the Mortgagee in the Mortgaged Property shall cease, and upon payment by the Mortgagor or any Borrower to the Mortgagee of all costs and expenses incurred for the preparation of the release hereinafter referenced and all recording costs if allowed by law, the Mortgagee shall release this Mortgage and the lien hereof by proper instrument.

ARTICLE I

REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE MORTGAGOR

1.01 Title to the Mortgaged Property. The Mortgagor represents and warrants: (a) it has a valid leasehold interest in and to the Mortgaged Property, free and clear of any liens and encumbrances, other than the Lien of this Mortgage and the Permitted Encumbrances related thereto, and is lawfully seized and possessed of the Mortgaged Property; (b) this Mortgage is a valid first priority lien upon the Mortgaged Property (subject to the Permitted Encumbrances); (c) it has full power and authority to encumber the Mortgaged Property in the manner set forth herein; and (d) there are no defenses or offsets to this Mortgage or to the Obligations which it secures. The Mortgagor shall preserve such title and the validity and priority of this Mortgage and shall forever warrant and defend the same to the Mortgagee and the Mortgagee's successors and assigns against the claims of all Persons and parties whatsoever. The Mortgagor shall take no action nor shall it fail to take any action which could result in an impairment of the lien of this Mortgage or which could form the basis for any Person(s) to claim an interest in the Mortgaged

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Property (including, without limitation, any claim for adverse use or possession or any implied dedication or easement by prescription) other than permitted Leases and Permitted Encumbrances permitted under the Credit Agreement. If any Lien is asserted against the Mortgaged Property, the Mortgagor shall promptly, at its expense: (a) provide the Mortgagee with written notice of such Lien, including information relating to the amount of the Lien asserted; and (b) pay the Lien in full or take such other action to cause the Lien to be released, or, so long as the lien of this Mortgage is not compromised, contest the same in accordance with the provisions of the Credit Agreement. From and after the occurrence of an Event of Default, the Mortgagee may, but shall not be obligated, to pay any such asserted Lien if not timely paid by the Mortgagor.

1.02 Compliance with Law. The Mortgagor represents and warrants that it possesses all certificates, licenses, authorizations, registrations, permits and/or approvals necessary for the ownership, operation, leasing and management of the Mortgaged Property, including, but not limited to, all required environmental permits, all of which are in full force and effect and not the subject of any revocation proceeding, undisclosed amendment, release, suspension, forfeiture or the like except where the failure to have any such certificates, licenses, authorizations, registrations, permits and/or approvals would not: (i) have a material adverse effect on the conduct of the business of the Borrower and the other Credit Parties taken as a whole and, (ii) adversely affect Mortgagee's rights under this Mortgage. The present and contemplated use and occupancy of the Mortgaged Property does not conflict with or violate any such certificate, license, authorization, registration, permit or approval, including, but not limited to, any certificate of occupancy which may have been issued for the Mortgaged Property. The Mortgagor shall take no action nor shall it fail to take any action so as to compromise or adversely affect the zoning classification of the Mortgaged Property.

1.03 Payment and Performance of Obligations. The Mortgagor shall pay all of the Obligations when due and payable without offset or counterclaim, and shall observe and comply in all respects with all of the terms, provisions, conditions, covenants and agreements to be observed and performed by it under this Mortgage, the other Credit Documents to which it is a party and the Interest Rate Protection Agreements and Other Hedging Agreements to which it is a party (collectively, the "Financing Documents").

1.04 Maintenance, Repair, Alterations, Etc. The Mortgagor shall: (i) keep and maintain the Mortgaged Property in good condition and repair (normal wear and tear excepted); (ii) make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen which are necessary to so maintain the Mortgaged Property; (iii) restore any Improvement which may be damaged or destroyed so that the same shall be at least substantially equal to its value, condition and character immediately prior to the damage or destruction; (iv) not commit or permit any waste or deterioration (normal wear and tear excepted) of the Mortgaged Property; (v) not permit the Improvements to be demolished or altered in any manner that substantially decreases the value thereof; (vi) promptly pay when due all claims for labor performed and materials furnished therefor; and (vii) comply with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental authorities having jurisdiction over the Mortgaged Property, as well as comply with the provisions of any lease, easement or other agreement affecting all or any part of the Mortgaged Property; except if

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such non-compliance would not have a material adverse effect on the conduct of the business of the Borrower and the other Credit Parties taken as a whole.

1.05 Required Insurance; Use of Proceeds. The Mortgagor will, at its expense, at all times provide, maintain and keep in full force and effect policies of property, hazard and liability insurance in accordance with Section 8.03 of the Credit Agreement with respect to the Mortgaged Property, together with statutory workers' compensation insurance with respect to any work to be performed on or about the Mortgaged Property. The Mortgagor shall give prompt written notice to the Mortgagee of the occurrence of any damage to or destruction of the Improvements (which term as used in this Section 1.05 shall include Equipment) with respect to which the aggregate cost of repair and/or restoration could reasonably be expected to exceed \$1,000,000. In the event of any damage to or destruction of the Mortgaged Property or any part thereof, all proceeds of property insurance paid to the Mortgagor or any Borrower on account of such damage or destruction shall be applied as set forth in Section 4.02(g) of the Credit Agreement. In the event of foreclosure of the lien of this Mortgage or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the Obligations, all right, title and interest of the Mortgagor in and to all proceeds then payable under any policy of insurance required by this Mortgage shall inure to the benefit of and pass to the successor in interest of the Mortgagor, or the purchaser or mortgagor of the Mortgaged Property. The Mortgagee shall have the right to participate in and approve the settlement of any claim made by the Mortgagor against any insurance company.

1.06 Preservation of Property. The Mortgagor agrees to pay for any and all fees, costs and expenses of whatever kind or nature incurred in connection with the creation, preservation or protection of the Mortgagee's liens on, and security interest in, the Mortgaged Property, including, without limitation, all fees and taxes in connection with the recording or filing of instruments and documents in public offices (including stamp and mortgage recording taxes or other taxes imposed on the Mortgagee by virtue of its ownership of this Mortgage), which are imposed upon the recording of this Mortgage or thereafter, all reasonable attorneys' fees, payment or discharge of any taxes or Liens upon or in respect of the Mortgaged Property, premiums for insurance with respect to the Mortgaged Property and all other fees, costs and expenses in connection with protecting, maintaining or preserving the Mortgaged Property and the Mortgagee's interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions, suits or proceedings arising out of or relating to the Mortgaged Property.

1.07 Condemnation. Should the Mortgagor receive any notice that the Mortgaged Property or any part thereof or interest therein may be taken or damaged by reason of any public improvements or condemnation proceeding or in any other similar manner (a "Condemnation"), the Mortgagor shall give prompt written notice thereof to the Mortgagee. In the event of any Condemnation in which the Beneficiary reasonably estimates that the fair market value of the Mortgaged Property subject to such Condemnation is at least \$1,000,000, the Mortgagee shall have the right to participate in any negotiations or litigation and shall have the right to approve any settlement. All compensation, awards, damages and proceeds paid to the Mortgagor or any Borrower on account of such Condemnation shall be applied as set forth in Section 4.02(g) of the Credit Agreement.

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1.08 Inspections. The Mortgagor hereby authorizes the Mortgagee, its agents, employees and representatives, upon reasonable prior written notice to the Mortgagor (except in an emergency or following the occurrence and during the continuance of any Event of Default, in which case notice shall not be required) to visit and inspect the Mortgaged Property or any portion(s) thereof, all at such reasonable times and as often as the Mortgagee may reasonably request.

1.09 Transfers. (a) Except as otherwise permitted in accordance with the terms of the Financing Documents and as provided below, no part of the Mortgaged Property or any legal or beneficial interest in the Mortgaged Property shall be sold, assigned, conveyed, leased, transferred or otherwise disposed of (whether voluntarily or involuntarily, directly or indirectly, by sale of stock or any interest in the Mortgagor, or by operation of law or otherwise).

(b) In addition, at any time and from time to time prior to such termination of the Lien of this Mortgage, in accordance with the provisions of this subsection, the Mortgagee:

(i) shall release the lien of this Mortgage, if all of the Mortgaged Property is being disposed of in accordance with Section 9.02(ii), (vii), (xii) or (xiv) of the Credit Agreement, provided that (A) no Event of Default is continuing and no event has occurred which, with the giving of notice or the lapse of time, or both, would constitute an Event of Default; and (B) arrangements satisfactory to the Mortgagee shall have been made for delivery to it of the Net Sale Proceeds of such disposition if as a result of such disposition a mandatory prepayment will be required pursuant to Section 4.02(e) of the Credit Agreement (or evidence satisfactory to the Mortgagee that a mandatory prepayment will not be required pursuant to said Section if that is the case); or

(ii) shall release the Lien of this Mortgage as to part of the Mortgaged Property, if such part of the Mortgaged Property is being disposed of in accordance with Section 9.02(ii), (vii) or (xiv) of the Credit Agreement, provided that (A) no Event of Default is continuing and no event has occurred which, with the giving of notice or the lapse of time, or both, would constitute an Event of Default; (B) arrangements satisfactory to the Mortgagee shall have been made for delivery to it of the Net Sale Proceeds of such disposition if as a result of such disposition a mandatory prepayment will be required pursuant to Section 4.02(e) of the Credit Agreement (or evidence satisfactory to the Mortgagee that a mandatory prepayment will not be required pursuant to said Section if that is the case); (C) the disposition of such part of the Mortgaged Property shall not have a material adverse effect on the remainder of the Mortgaged Property; and (D) the Mortgagor shall deliver to the Mortgagee (1) a certificate of an executive officer of the Borrower and an executive officer of the Mortgagor that such disposition does not have and could not reasonably be anticipated to have a material adverse effect on the remainder of the Mortgaged Property, and (2) such other information, certificates and documents as the Mortgagee reasonably requests, including but not limited to (aa) an as-built survey of the remainder of the

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Mortgaged Property reasonably satisfactory to the Mortgagee (which survey may be a revision of the survey furnished to the Mortgagee in connection with the execution and delivery of this Mortgage), and (bb) an endorsement to the Mortgagee's title insurance policy to the effect that this Mortgage retains its validity and priority with respect to the remainder of the Mortgaged Property and (cc) evidence that the remainder of the Mortgaged Property complies in all respects with all applicable laws, statutes, ordinances and regulations of any governmental entity exercising jurisdiction over the Mortgaged Property; (dd) evidence that the remaining Mortgaged Property has been separately assessed for tax purposes; (ee) evidence that the remaining Mortgaged Property has direct access to a publicly dedicated street or road, continues to have adequate parking, and continues to have direct utility service (without the necessity of creating an easement over adjoining property except those easements created with the prior consent of the Mortgagee).

In the case of any release under this subsection, at the request of the Mortgagor, upon (x) payment by the Mortgagor of the reasonable fees (including attorneys' fees) and out-of-pocket expenses of the Mortgagee and (y) compliance by the Mortgagor with the conditions set forth in (1) any consent by the Required Banks under clause (i) of this subsection, (2) clause (ii) of this subsection, or (3) clause (iii) of this subsection, as applicable, and in compliance with the requirements of the Financing Documents, the Mortgagee shall execute and deliver such documents as shall be reasonably required to release the Mortgaged Property to be released pursuant to said clause (i), (ii), or (iii), as applicable, from the Lien of this Mortgage without warranty.

1.10 After Acquired Property Interests. All right, title and interest of the Mortgagor in and to all improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by, or released to, the Mortgagor or constructed, assembled or placed by the Mortgagor on the Land, and all conversions of the security constituted thereby (collectively, "After Acquired Property Interests"), immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by the Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though owned by the Mortgagor on the date hereof and specifically described in the granting clauses hereof. The Mortgagor shall execute and deliver to the Mortgagee all such other assurances, mortgages, conveyances or assignments thereof as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting such After Acquired Property Interests to the lien of this Mortgage. The Mortgagor hereby irrevocably authorizes and appoints the Mortgagee as the agent and attorney-in-fact of the Mortgagor to execute all such documents and instruments on behalf of the Mortgagor, which appointment shall be irrevocable and coupled with an interest.

1.11 Purpose of Loan. The Mortgagor stipulates, represents, warrants, affirms, and agrees that the Obligations secured by this Mortgage constitute "Business loans" within the meaning of Sections 205/4(a) or (c) of Chapter 815 of the Illinois Compiled Statutes, as amended

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and the proceeds thereof will not be used for personal, family, residential, household or agricultural purposes.

1.12 No Property Manager's Lien. Any property management agreement for or relating to all or any part of the Property entered into hereafter by the Mortgagor or on behalf of the Mortgagor, shall contain a subordination provision whereby the property manager forever and unconditionally subordinates to the lien of this Mortgage and the Financing Documents any and all mechanic's lien rights and claims that it or anyone claiming through or under it may have at any time pursuant to any statute or law, including, without limitation, Illinois Compiled Statutes, Chapter 770, Section 60/1. Such property management agreement or a short form thereof, including such subordination, shall, at the Mortgagee's request, be recorded with the office of the recorder of deeds for the county in which the Mortgaged Property is located. The Mortgagor's failure to cause any of the foregoing to occur shall constitute a default under this Mortgage.

ARTICLE II

SECURITY AGREEMENT

2.01 Grant of Security; Incorporation by Reference.

In addition to constituting a mortgage lien on those portions of the Mortgaged Property classified as real property (including fixtures to the extent they are real property), this Mortgage shall constitute a security agreement within the meaning of the Illinois Uniform Commercial Code - Secured Transactions, Compiled Statutes Chapter 810, Section 519 et. seq. (the "Uniform Commercial Code") or within the meaning of the common law with respect to those parts of the Mortgaged Property classified as personal property (including fixtures to the extent they are personal property). The Mortgagor hereby grants to the Mortgagee a security interest in and to the following property whether now owned or hereafter acquired (collectively, the "Secured Property") for the benefit of the Mortgagee to further secure the payment and performance of the Obligations:

(a) Those parts of the Mortgaged Property classified as personal property (including (i) fixtures to the extent they are personal property and (ii) personal property and fixtures that are leased by the Mortgagor, but only to the extent the Mortgagor can grant to the Mortgagee a security interest therein without breaching the terms of such lease);

(b) All general intangibles, contract rights, accounts and proceeds arising from all insurance policies required to be maintained by the Mortgagor and related to the Mortgaged Property hereunder;

(c) All proceeds of any judgment, award or settlement in any Condemnation in connection with the Mortgaged Property, together with all general intangibles, contract rights and accounts arising therefrom;

(d) All permits, consents and other governmental approvals in connection with the construction of the Improvements or the operation of the Mortgaged Property, to the

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extent any of the same may be assigned, transferred, pledged or subjected to a security interest;

(e) All plans and specifications, studies, tests and design materials relating to the design, construction, repair, alteration or leasing of the Mortgaged Property, to the extent any of the same may be assigned, transferred, pledged or subjected to a security interest; and

(f) All cash and non-cash proceeds of the above-mentioned items.

The provisions contained in the Security Agreement are hereby incorporated by reference into this Mortgage with the same effect as if set forth in full herein. In the event of a conflict between the provisions of this Mortgage and the Security Agreement, the Security Agreement shall control and govern and the Mortgagor shall comply therewith.

2.02 Fixture Filing and Financing Statements.

This Mortgage constitutes a security agreement, fixture filing and financing statement as those terms are used in the Uniform Commercial Code. For purposes of this Section 2.02, this Mortgage is to be filed and recorded in, among other places, the real estate records of County and the following information is included: (i) the Mortgagor shall be deemed the "Debtor" with the address set forth for the Mortgagor on the first page of this Mortgage; (2) the Mortgagee shall be deemed to be the "Secured Party" with the address set forth for the Mortgagee on the first page of this Mortgage and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is MacNeal Health Services Corporation for each of the Leases referred to in recitals D, E, and F hereof; and MacNeal Health Services Corporation and MacNeal Memorial Hospital Association for the Lease referred to in recital G hereof; and (5) the tax identification number of the Debtor is 62-1796152. Mortgagor covenants and agrees that the filing of this Mortgage in the county in which the Mortgaged Property is located shall also operate from the date of such filing as a fixture filing in accordance with Section 9-402 of the Uniform Commercial Code.

ARTICLE III

ASSIGNMENT OF LEASES, RENTS AND PROFITS

3.01 Assignment. The Mortgagor hereby absolutely, irrevocably and unconditionally sells, assigns, transfers and conveys to the Mortgagee all of the Mortgagor's right, title and interest in and to all current and future Leases and Rents, including those now due, past due, or to become due by virtue of any Lease or other agreement for the occupancy or use of all or any part of the Mortgaged Property. The Mortgagor intends that this assignment constitute a present and absolute assignment and not an assignment for additional security only. Such assignment to the Mortgagee shall not be construed to bind the Mortgagee to the performance of any of the covenants, conditions or provisions contained in any Lease or otherwise impose any obligation upon the Mortgagee. The Mortgagor covenants that it will not hereafter collect or

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accept payment of any Rents more than one month prior to the due dates of such Rents and that no Rents will be waived, released, reduced, discounted or otherwise discharged or compromised by the Mortgagor, except as may be previously approved in writing by the Mortgagee. The Mortgagor agrees that it will not assign any of the Leases or Rents to any other Person. The Mortgagee shall have no liability for any loss which may arise from a failure or inability to collect any Rents. The Mortgagor shall maintain all security deposits in accordance with applicable law.

3.02 Revocable License; Agent. Notwithstanding the foregoing, but subject to the terms of this Article III, the Mortgagee grants to the Mortgagor a revocable license to operate and manage the Mortgaged Property and to collect the Rents and hereby directs each tenant under a Lease to pay such Rents to, or at the direction, of the Mortgagor, until such time as the Mortgagee provides notice to the contrary to such tenants. The Mortgagor shall hold the Rents, or a portion thereof sufficient to discharge all sums currently due in respect of the Obligations, in trust for the benefit of the Mortgagee for use in the payment of such sums.

3.03 Rents. (a) Upon the occurrence and during the continuance of an Event of Default, without the need for notice or demand, the license granted pursuant to this Article III shall immediately and automatically be revoked and the Mortgagee shall immediately and automatically be entitled to possession of all Rents, whether or not the Mortgagee enters upon or takes control of the Mortgaged Property. Upon the revocation of such license, the Mortgagor grants to the Mortgagee the right, at its option, to exercise all the rights granted in Section 4.02(a) hereof. Nothing herein contained shall be construed as constituting the Mortgagee a trustee in possession in the absence of the taking of actual possession of the Mortgaged Property by the Mortgagee pursuant to such Section 4.02(a).

(b) From and after the termination of such license, the Mortgagor may, at the Mortgagee's direction, be the agent for the Mortgagee in collection of the Rents and all of the Rents so collected by the Mortgagor shall be held in trust by the Mortgagor for the sole and exclusive benefit of the Mortgagee and the Mortgagor shall, within one (1) business day after receipt of any Rents, pay the same to the Mortgagee to be applied by the Mortgagee as provided herein. All Rents collected shall be applied against all expenses of collection (including, but not limited to, attorneys' fees), costs of operation and management of the Mortgaged Property and the other Obligations, in whatever order or priority as to any of such items as the Mortgagee directs in its sole and absolute discretion and without regard to the adequacy of its security. Neither demand for nor collection of Rents by the Mortgagee shall constitute any assumption by the Mortgagee of any obligations under any Lease or agreement relating thereto.

(c) Any funds expended by the Mortgagee to take control of and manage the Mortgaged Property and collect the Rents shall become part of the Obligations secured hereby. Such amounts shall be payable by the Mortgagor upon demand from the Mortgagee to the Mortgagor and shall bear interest from the date of expenditure at the interest rate set forth in Section 1.08(c) of the Credit Agreement.

3.04 Sale of Mortgaged Property. (a) Upon any sale of any of the Mortgaged Property by or for the benefit of the Mortgagee pursuant to this Mortgage, the Rents attributable

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to the part of the Mortgaged Property so sold shall be included in such sale and shall pass to the purchaser free and clear of any rights granted herein to the Mortgagor.

(b) The Mortgagor acknowledges and agrees that, upon recordation of this Mortgage, the Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforceable against the Mortgagor and all third parties, including, without limitation, any debtor in possession or trustee in any case under the Bankruptcy Code, without the necessity of (i) commencing a foreclosure action with respect to this Mortgage, (ii) furnishing notice to the Mortgagor or tenants under the Leases, (iii) making formal demand for the Rents, (iv) taking possession of the Mortgaged Property as a lender-in-possession, (v) obtaining the appointment of a receiver of the Rents, (vi) sequestering or impounding the Rents or (vii) taking any other affirmative action.

3.05 Bankruptcy Provisions. Without limiting the provisions of this Article III or the absolute nature of the assignment of the Rents hereunder, the Mortgagor and the Mortgagee agree that, to the extent that the assignment of the Rents hereunder is deemed to be other than an absolute assignment, (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of the Mortgagor acquired before the commencement of a bankruptcy case and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any bankruptcy case. Without limiting the absolute nature of the assignment of the Rents hereunder, to the extent the Mortgagor (or the Mortgagor's bankruptcy estate) shall be deemed to hold any interest in the Rents after the commencement of a voluntary or involuntary bankruptcy case, the Mortgagor hereby acknowledges and agrees that such Rents are and shall be deemed to be "cash collateral" under Section 363 of the Bankruptcy Code.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

4.01 Events of Default. For purposes of this Mortgage, an "Event of Default" shall mean any Event of Default under and as defined in the Credit Agreement and shall in any event include, without limitation, any payment default of any of the Obligations after the expiration of any applicable grace period.

4.02 Remedies Upon Default. Upon the occurrence of an Event of Default, the Mortgagee may, in the Mortgagee's sole discretion, either itself or by or through one or more trustees, agents, nominees, assignees or otherwise, to the fullest extent permitted by law, exercise any or all of the following rights and remedies individually, collectively or cumulatively:

(a) either in person or by its agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, (i) enter upon and take possession of the Mortgaged Property or any part thereof and of all books, records and accounts relating thereto or located thereon, in its own name or in the name of the Mortgagor, and do or cause to be done any acts which it

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deems necessary or desirable to preserve the value of the Mortgaged Property or any part thereof or interest therein, increase the income therefrom or protect the security hereof; (ii) with or without taking possession of the Mortgaged Property make such repairs, alterations, additions and improvements as the Mortgagee deems necessary or desirable and do any and all acts and perform any and all work which the Mortgagee deems necessary or desirable to complete any unfinished construction on the Mortgaged Property; (iii) make, cancel or modify Leases and sue for or otherwise collect the Rents thereof, including those past due and unpaid; (iv) make any payment or perform any act which the Mortgagor has failed to make or perform hereunder; (v) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Mortgagee; (vi) pay, purchase, contest or compromise any encumbrance, charge or Lien on the Mortgaged Property; and (vii) take such other actions as the Mortgagee deems necessary or desirable;

(b) commence and maintain one or more actions at law or in equity or by any other appropriate remedy (i) to protect and enforce the Mortgagee's rights hereunder, including for the specific performance of any covenant or agreement herein contained (which covenants and agreements the Mortgagor agrees shall be specifically enforceable by injunctive or other appropriate equitable remedy), (ii) to collect any sum then due hereunder, (iii) to aid in the execution of any power herein granted, or (iv) to foreclose this Mortgage in accordance with Section 4.03 hereof;

(c) exercise any or all of the remedies available to a secured party under the Uniform Commercial Code;

(d) by notice to the Mortgagor (to the extent such notice is required to be given under the Financing Documents), but without formal demand, presentment, notice of intention to accelerate or of acceleration, protest or notice of protest, all of which are hereby waived by the Mortgagor, declare all of the Obligations immediately due and payable, and upon such declaration all of such Obligations shall become and be immediately due and payable, anything in this Mortgage or the other Financing Documents to the contrary notwithstanding; and

(e) exercise any other right or remedy available to the Mortgagee under the Financing Documents.

4.03 Right of Foreclosure. (a) Upon the occurrence of an Event of Default, the Mortgagee shall also have the right, in its sole discretion, to proceed at law or in equity to foreclose this Mortgage with respect to all or any portion of the Mortgaged Property, either by judicial action or by power of sale. If the Mortgaged Property consists of several lots, parcels or items of Mortgaged Property, the Mortgagee may, in its sole discretion: (i) designate the order in which such lots, parcels or items shall be offered for sale or sold, or (ii) elect to sell such lots, parcels or items through a single sale, or through two or more successive sales, or in any other manner the Mortgagee may elect. Should the Mortgagee desire that more than one sale or other disposition of the Mortgaged Property be conducted, the Mortgagee may, at its option, cause the same to be conducted simultaneously, or successively, on the same day, or at such different days

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or times and in such order as the Mortgagee may elect, and no such sale shall terminate or otherwise affect the lien of this Mortgage on any part of the Mortgaged Property not sold until all Obligations have been fully paid in cash and performed. The Mortgagee may elect to sell the Mortgaged Property for cash or credit. The Mortgagee may, to the extent permitted by law, adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, to the extent permitted by law, the Mortgagee may make such sale at the time and place to which the same shall be so adjourned. With respect to all components of the Mortgaged Property, the Mortgagee is hereby appointed the true and lawful attorney-in-fact of the Mortgagor (which appointment is irrevocable and coupled with an interest), in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property, and for that purpose the Mortgagee may execute all necessary instruments of conveyance, assignment, transfer and delivery, and may substitute one or more persons with such power, the Mortgagor hereby ratifying and confirming all that its said attorney-in-fact or such substitute or substitutes shall lawfully do by virtue hereof. Notwithstanding the foregoing, the Mortgagor, if so requested by the Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to the Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of the Mortgagee, for such purpose, and as may be designated in such request. To the extent permitted by law, any such sale or sales made under or by virtue of this Article IV shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof, from, through or under the Mortgagor. Upon any sale made under or by virtue of this Article IV, the Mortgagee may, to the extent permitted by law, bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Obligations secured hereby the net sale price after deducting therefrom the expenses of the sale and the cost of the action and any other sums which the Mortgagee is authorized to deduct by law or under this Mortgage.

(b) Any foreclosure of this Mortgage and any other transfer of all or any part of the Mortgaged Property in extinguishment of all or any part of the Obligations may, at the Mortgagee's option, be subject to any or all Leases of all or any part of the Mortgaged Property and the rights of tenants under such Leases. No failure to make any such tenant a defendant in any foreclosure proceedings or to foreclose or otherwise terminate any such Lease and the rights of any such tenant in connection with any such foreclosure or transfer shall be, or be asserted to be, a defense or hindrance to any such foreclosure or transfer or to any proceedings seeking collection of all or any part of the Obligations (including, without limitation, any deficiency remaining unpaid after completion of any such foreclosure or transfer).

(c) If the Mortgagor retains possession of the Mortgaged Property or any part thereof subsequent to a sale, the Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if the Mortgagor remains in possession after demand to remove, be guilty of forcible detainer and will be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages to the Mortgagor by reason thereof are hereby expressly waived by the Mortgagor.

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4.04 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of, the Mortgaged Property pursuant to this Mortgage shall be applied by the Mortgagee (or the receiver, if one is appointed) in accordance with the provisions of the Security Agreement.

4.05 Appointment of Receiver. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee as a matter of strict right and without notice to the Mortgagor or anyone claiming under the Mortgagor, and without regard to the adequacy or the then value of the Mortgaged Property or the interest of the Mortgagor therein or the solvency of any party bound for payment of the Obligations, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Property, and the Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual rights, powers and duties of receivers in like or similar cases and all the rights, powers and duties of the Mortgagee in case of entry as provided in Section 4.02 hereof, including, but not limited to, the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as are approved by the court and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

4.06 Exercise of Rights and Remedies. The entering upon and taking possession of the Mortgaged Property, the collection of any Rents and the exercise of any of the other rights contained in this Article IV, shall not, alone, cure or waive any Event of Default or notice of default hereunder or invalidate any act done in response to such Event of Default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Mortgaged Property or the collection, receipt and application of Rents, the Mortgagee shall be entitled to exercise every right provided for herein or in the Financing Documents, or at law or in equity upon the occurrence of any Event of Default.

4.07 Remedies Not Exclusive. The Mortgagee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Mortgage or any other agreement or any laws now or hereafter in force, notwithstanding that some or all of the Obligations may now or hereafter be otherwise secured, whether by mortgage, Mortgage, security deed, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the powers herein contained, shall prejudice or in any manner affect the Mortgagee's right to realize upon or enforce any other security now or hereafter held by the Mortgagee, it being agreed that the Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by the Mortgagee in such order and manner as it may in its absolute and sole discretion and election determine. No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy herein or in any of the other Financing Documents or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy to which the Mortgagee is entitled may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Mortgagee, and the Mortgagee may pursue inconsistent remedies. No delay or omission of the Mortgagee to exercise any right or power accruing upon any Event of Default shall impair any right or power or shall be construed as

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a waiver of any Event of Default or any acquiescence therein. If the Mortgagee shall have proceeded to invoke any right or remedy hereunder or under the Financing Documents and shall thereafter elect to discontinue or abandon it for any reason, the Mortgagee shall have the unqualified right to do so and, in such an event, the rights and remedies of the Mortgagee shall continue as if such right or remedy had never been invoked and no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of the Mortgagee thereafter to exercise any right or remedy under the Financing Documents for such Event of Default.

4.08 WAIVER OF REDEMPTION, NOTICE, MARSHALLING, ETC. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, TO THE EXTENT PERMITTED BY LAW, THE MORTGAGOR: (A) ACKNOWLEDGING THAT IT IS AWARE OF AND HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHTS HEREUNDER, WILL NOT (I) AT ANY TIME INSIST UPON, OR PLEAD, OR IN ANY MANNER WHATSOEVER, CLAIM OR TAKE ANY BENEFIT OR ADVANTAGE OF ANY STAY OR EXTENSION OR MORATORIUM LAW, PRESENT OR FUTURE STATUTE OF LIMITATIONS, ANY LAW RELATING TO THE ADMINISTRATION OF ESTATES OF DECEDENTS, APPRAISEMENT, VALUATION, REDEMPTION, STATUTORY RIGHT OF REDEMPTION, OR THE MATURING OR DECLARING DUE OF THE WHOLE OR ANY PART OF THE OBLIGATIONS, NOTICE OF INTENTION OF SUCH MATURING OR DECLARING DUE, OTHER NOTICE (WHETHER OF DEFAULTS, ADVANCES, THE CREATION, EXISTENCE, EXTENSION OR RENEWAL OF ANY OF THE OBLIGATIONS OR OTHERWISE, EXCEPT FOR RIGHTS TO NOTICES EXPRESSLY GRANTED HEREIN OR IN THE OTHER FINANCING DOCUMENTS OR BY LAW), SUBROGATION, ANY SET-OFF RIGHTS, HOMESTEAD OR ANY OTHER EXEMPTIONS FROM EXECUTION OR SALE OF THE MORTGAGED PROPERTY OR ANY PART THEREOF, WHEREVER ENACTED, NOW OR AT ANY TIME HEREAFTER IN FORCE, WHICH MAY AFFECT THE COVENANTS AND TERMS OF PERFORMANCE OF THIS MORTGAGE, OR (II) CLAIM, TAKE OR INSIST UPON ANY BENEFIT OR ADVANTAGE OF ANY LAW NOW OR HEREAFTER IN FORCE PROVIDING FOR THE VALUATION OR APPRAISAL OF THE MORTGAGED PROPERTY OR ANY PART THEREOF, PRIOR TO ANY SALE OR SALES THEREOF WHICH MAY BE MADE PURSUANT TO ANY PROVISION HEREOF, OR PURSUANT TO THE DECREE, JUDGMENT OR ORDER OF ANY COURT OF COMPETENT JURISDICTION; OR (III) AFTER ANY SUCH SALE OR SALES, CLAIM OR EXERCISE ANY RIGHT UNDER ANY STATUTE HERETOFORE OR HEREAFTER ENACTED TO REDEEM THE MORTGAGED PROPERTY SO SOLD OR ANY PART THEREOF; AND (B) COVENANTS NOT TO HINDER, DELAY OR IMPEDE THE EXECUTION OF ANY POWER HEREIN GRANTED OR DELEGATED TO THE MORTGAGEE, BUT TO SUFFER AND PERMIT THE EXECUTION OF EVERY POWER AS THOUGH NO SUCH LAW OR LAWS HAD BEEN MADE OR ENACTED. THE MORTGAGOR, FOR ITSELF AND ALL WHO MAY CLAIM UNDER IT, WAIVES, TO THE EXTENT THAT IT LAWFULLY MAY, ALL RIGHT TO HAVE THE MORTGAGED PROPERTY MARSHALLED UPON ANY FORECLOSURE HEREOF; THE MORTGAGOR WAIVES ALL RIGHTS OF REDEMPTION TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE. THE MORTGAGOR

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ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS MORTGAGE IS A PART IS A TRANSACTION WHICH DOES NOT INCLUDE EITHER AGRICULTURAL REAL ESTATE (AS DEFINED IN THE ILLINOIS MORTGAGE FORECLOSURE LAW, ILLINOIS COMPILED STATUTES CHAPTER 735, SECTION 5/15-1101 ET SEQ., HEREIN THE "ACT"), OR RESIDENTIAL REAL ESTATE (AS DEFINED IN THE ACT).

4.09 Expenses of Enforcement. In connection with any action to enforce any remedy of the Mortgagee under this Mortgage, the Mortgagor agrees to pay all costs and expenses which may be paid or incurred by or on behalf of the Mortgagee, including, without limitation, reasonable attorneys' fees, receiver's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurances with respect to title and value as the Mortgagee may deem necessary or desirable, and neither the Mortgagee nor any other Person shall be required to accept tender of any portion of the Obligations unless the same be accompanied by a tender of all such expenses, costs and commissions. All of the costs and expenses described in this Section 4.09, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by the Mortgagee in any litigation or proceeding, including appellate proceedings, affecting this Mortgage or the Mortgaged Property (including, without limitation, the occupancy thereof or any construction work performed thereon), including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding whether or not an action is actually commenced, shall be immediately due and payable by the Mortgagor, with interest thereon at the rate of interest set forth in Section 1.08(c) of the Credit Agreement and shall be part of the Obligations secured by this Mortgage.

4.10 Indemnity. (a) The Mortgagor agrees to indemnify, reimburse and hold the Mortgagee and each other Secured Creditor and their respective successors, permitted assigns, employees, affiliates and agents (hereinafter in this Section 4.10 referred to individually as "Indemnitee," and collectively as "Indemnities") harmless from any and all liabilities, obligations, damages, injuries, penalties, claims, demands, actions, suits, judgments and any and all costs, expenses or disbursements (including reasonable attorneys' fees and expenses) (for the purposes of this Section 4.10 the foregoing are collectively called "expenses") of whatsoever kind and nature imposed on, asserted against or incurred by any of the Indemnities in any way relating to or arising out of this Mortgage or in any way connected with the administration of the transactions contemplated hereby or the enforcement of any of the terms of, or the preservation of any rights under this Mortgage, or in any way relating to or arising out of the manufacture, ownership, ordering, purchase, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition, or use of the Mortgaged Property (including, without limitation, latent or other defects, whether or not discoverable), the violation of the laws of any country, state or other governmental body or unit, any tort (including, without limitation, claims arising or imposed under the doctrine of strict liability, or for or on account of injury to or the death of any person (including any Indemnitee), or property damage), or contract claim; provided that no Indemnitee shall be indemnified pursuant to this Section 4.10 for losses, damages or liabilities to the extent caused by the gross negligence or willful misconduct of such

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Indemnitee (as determined by a court of competent jurisdiction in a final and non-appealable decision). The Mortgagor agrees that upon written notice by any Indemnitee of the assertion of such a liability, obligation, damage, injury, penalty, claim, demand, action, suit or judgment, the Mortgagor shall assume full responsibility for the defense thereof. Each Indemnitee agrees to use its best efforts to promptly notify the Mortgagor of any such assertion of which such Indemnitee has knowledge.

(b) Without limiting the application of Section 4.10(a) hereof, the Mortgagor agrees to pay, indemnify and hold each Indemnitee harmless from and against any loss, costs, damages and expenses which such Indemnitee may suffer, expend or incur in consequence of or growing out of any misrepresentation by the Mortgagor in this Mortgage or in any writing contemplated by or made or delivered pursuant to or in connection with this Mortgage.

(c) If and to the extent that the obligations of the Mortgagor under this Section 4.10 are unenforceable for any reason, the Mortgagor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law.

ARTICLE V

ADDITIONAL COLLATERAL

5.01 Additional Collateral. (a) The Mortgagor acknowledges and agrees that the Obligations are secured by the Mortgaged Property and various other Collateral including, without limitation, at the time of execution of this Mortgage certain personal property of the Mortgagor and other parties described in the Financing Documents. The Mortgagor specifically acknowledges and agrees that the Mortgaged Property, in and of itself, if foreclosed or realized upon would not be sufficient to satisfy the outstanding amount of the Obligations. Accordingly, the Mortgagor acknowledges that it is in the Mortgagor's contemplation that the other Collateral pledged to secure the Obligations may be pursued by the Mortgagee in separate proceedings in the various States, counties and countries where such collateral may be located and additionally that the Mortgagor and other parties liable for payment of the Obligations will remain liable for any deficiency judgments in addition to any amounts the Mortgagee may realize on sales of other property or any other Collateral given as security for the Obligations. Specifically, and without limitation of the foregoing, it is agreed that it is the intent of the parties hereto that in the event of a foreclosure of this Mortgage, the Indebtedness evidencing the Obligations shall not be deemed merged into any judgment of foreclosure, but rather shall remain outstanding. It is the further intent and understanding of the parties that the Mortgagee, following an Event of Default, may pursue all of its Collateral with the Obligations remaining outstanding and in full force and effect notwithstanding any judgment of foreclosure or any other judgment which the Mortgagee may obtain.

(b) The Mortgagor acknowledges and agrees that the Mortgaged Property and the property which may from time to time be encumbered by the other Financing Documents may be located in more than one State or country and therefore the Mortgagor waives and relinquishes any and all rights it may have, whether at law or equity, to require the Mortgagee to proceed to

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enforce or exercise any rights, powers and remedies it may have under the Financing Documents in any particular manner, in any particular order, or in any particular State or other jurisdiction. Furthermore, the Mortgagor acknowledges and agrees that the Mortgagee shall be allowed to enforce payment and performance of the Obligations and to exercise all rights and powers provided under this Mortgage, or the other Financing Documents or under any provision of law, by one or more proceedings, (whether contemporaneous, consecutive or both) in any one or more States in which the security is located. Neither the acceptance of this Mortgage or any Financing Document nor the enforcement in one State or country, whether by court action, power of sale, or otherwise, shall prejudice or in any way limit or preclude enforcement of such documents through one or more additional proceedings, in that state or in any other State or country.

(c) The Mortgagor further agrees that any particular remedy or proceeding, including, without limitation, foreclosure through court action (in a state or federal court) or power of sale, may be brought and prosecuted in the local or federal courts of any one or more States as to all or any part of the Mortgaged Property or the property encumbered by the Financing Documents, wherever located, without regard to the fact that any one or more prior or contemporaneous proceedings have been situated elsewhere with respect to the same or any other part of the Mortgaged Property and the property encumbered by the Financing Documents.

(d) The Mortgagee may resort to any other security held by the Mortgagee for the payment of the Obligations in such order and manner as the Mortgagee may elect.

(e) Notwithstanding anything contained herein to the contrary, the Mortgagee shall be under no duty to the Mortgagor or others including, without limitation, the holder of any junior, senior or subordinate mortgage on the Mortgaged Property or any part thereof or on any other security held by the Mortgagee, to exercise or exhaust all or any of the rights, powers and remedies available to the Mortgagee.

ARTICLE VI

MISCELLANEOUS

6.01 Governing Law. The provisions of this Mortgage regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the State in which the Mortgaged Property is located. All other provisions of this Mortgage shall be governed by the laws of the State of New York (including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York), without regard to conflicts of laws principles.

6.02 Limitation on Interest. It is the intent of the Mortgagor and the Mortgagee in the execution of this Mortgage and all other instruments evidencing or securing the Obligations to contract in strict compliance with applicable usury laws. In furtherance thereof, the Mortgagee and the Mortgagor stipulate and agree that none of the terms and provisions contained in this Mortgage shall ever be construed to create a contract for the use, forbearance or retention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by relevant law. If this Mortgage or any other instrument evidencing or securing the

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Obligations violates any applicable usury law, then the interest rate payable in respect of the Loans shall be the highest rate permissible by law.

6.03 Notices. Except as otherwise expressly provided herein, all notices, requests, demands or other communications provided for hereunder shall be in writing and mailed, transmitted via facsimile or delivered: if to the Mortgagor, at 20 Burton Hills Boulevard, Suite 100, Nashville, Tennessee 37215, Attention: General Counsel, facsimile (615) 665-6197; if to the Mortgagee, at 100 North Tryon Street, 17th Floor, Charlotte, North Carolina 28255, Attention: Terry Kelley, facsimile (704) 409-0486, or at such other address as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective as provided in Section 13.03 of the Credit Agreement.

6.04 Captions. The captions or headings at the beginning of each Article and Section hereof are for the convenience of the parties hereto and are not a part of this Mortgage.

6.05 Amendment. None of the terms and conditions of this Mortgage may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Mortgagor and the Mortgagee and otherwise on the same terms and conditions as the Security Agreement may be changed, waived, modified or varied.

6.06 Obligations Absolute. The obligations of the Mortgagor hereunder shall remain in full force and effect without regard to, and shall not be impaired by, (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Mortgagor; (b) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of this Mortgage or any other Financing Document; or (c) any amendment to or modification of any Financing Document or any security for any of the Obligations; whether or not the Mortgagor shall have notice or knowledge of any of the foregoing.

6.07 Further Assurances. The Mortgagor shall, upon the request of the Mortgagee and at the expense of the Mortgagor: (a) promptly correct any defect, error or omission which may be discovered in the this Mortgage or any UCC financing statements filed in connection herewith; (b) promptly execute, acknowledge, deliver and record or file such further instruments (including, without limitation, further mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements and assignments of rents or leases) and promptly do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Mortgage and to subject to the Liens and security interests hereof any property intended by the terms hereof to be encumbered hereby, including, but not limited to, any renewals, additions, substitutions, replacements or appurtenances to the Mortgaged Property; and (c) promptly execute, acknowledge, deliver, procure and record or file any document or instrument (including specifically any financing statement) deemed advisable by the Mortgagee to protect, continue or perfect the Liens or the security interests hereunder against the rights or interests of third persons.

6.08 Partial Invalidity. If any of the provisions of this Mortgage or the application thereof to any person, party or circumstances shall to any extent be invalid or

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unenforceable, the remainder of this Mortgage, or the application of such provision or provisions to persons, parties or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

6.09 Partial Releases. No release from the lien of this Mortgage of any part of the Mortgaged Property by the Mortgagee shall in any way alter, vary or diminish the force or effect of this Mortgage on the balance of the Mortgaged Property or the priority of the lien of this Mortgage on the balance of the Mortgaged Property.

6.10 Priority. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely Permitted Encumbrances and taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

6.11 Covenants Running with the Land. All Obligations are intended by the Mortgagor and the Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, the "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Credit Agreement and the other Financing Documents; provided, however, that no such party shall be entitled to any rights thereunder without prior written consent of the Mortgagee.

6.12 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of the Mortgagee and the Mortgagor and their respective successors and assigns. Except as otherwise permitted by Credit Agreement, the Mortgagor shall not, without the prior written consent of the Secured Creditors, assign any rights, duties, or obligations hereunder.

6.13 Purpose of Loans. Intentionally Omitted.

6.14 No Joint Venture or Partnership. The relationship created hereunder and under the other Financing Documents is that of creditor/debtor. The Mortgagee does not owe any fiduciary or special obligation to the Mortgagor and/or any of the Mortgagor's officers, partners, agents, or representatives. Nothing herein or in any other Financing Document is intended to create a joint venture, partnership, tenancy-in-common or joint tenancy relationship between the Mortgagor and the Mortgagee.

6.15 The Mortgagee as Agent for Secured Creditors. It is expressly understood and agreed that the rights and obligations of the Mortgagee as holder of this Mortgage and as Collateral Agent for the Secured Creditors and otherwise under this Mortgage are only those expressly set forth in this Mortgage and the Security Agreement. The Mortgagee shall act hereunder pursuant to the terms and conditions set forth herein and in of the Security Agreement.

6.16 Full Recourse. This Mortgage is made with full recourse to the Mortgagor and to all assets of the Mortgagor, including the Mortgaged Property and the Secured Property.

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6.17 Reduction of Secured Amount. Intentionally omitted.

6.18 Acknowledgment of Receipt. The Mortgagor hereby acknowledges receipt of a true copy of this Mortgage.

6.19 Release Upon Full Payment. Upon payment and performance in full of the Obligations, this Mortgage shall be released of record and the Mortgagee, at the request and expense of the Mortgagor, will promptly execute and deliver to the Mortgagor (without recourse and without representation or warranty) a proper instrument or instruments acknowledging the satisfaction and termination of this Mortgage.

6.20 Time of the Essence. Time is of the essence with respect to the obligations of the Mortgagor under this Mortgage.

6.21 The Mortgagee's Powers. Without affecting the liability of any other Person liable for the payment and performance of the Obligations and without affecting the lien of this Mortgage in any way, the Mortgagee may, from time to time, regardless of consideration and without notice to or consent by the holder of any subordinate Lien, right, title or interest in or to the Mortgaged Property, (a) release any Persons liable for the Obligations, (b) extend the maturity of, increase or otherwise alter any of the terms of the Obligations, (c) modify the interest rate payable on the principal balance of the Obligations, (d) release or reconvey, or cause to be released or reconveyed all or any portion of the Mortgaged Property, or (e) take or release any other or additional security for the Obligations.

6.22 Rules of Usage. The following rules of usage shall apply to this Mortgage unless otherwise required by the context:

1. Singular words shall connote the plural as well as the singular, and vice versa, as may be appropriate.
2. The words "herein", "hereof" and "hereunder" and words of similar import appearing in this Mortgage shall be construed to refer to such document as a whole and not to any particular section, paragraph or other subpart thereof unless expressly so stated.
3. References to any Person shall include such Person and its successors and permitted assigns.
4. Each of the parties hereto and their counsel have reviewed and revised, or requested revisions to, this Mortgage, and the usual rule of construction that any ambiguities are to be resolved against the drafting party shall be inapplicable in the construction and interpretation of such documents and any amendments or exhibits thereto.
5. Unless an express provision requires otherwise, each reference to "the Mortgaged Property" shall be deemed a reference to "the Mortgaged Property or any part thereof", and each reference to "Secured Property" shall be deemed a reference to "the Secured Property or any part thereof".

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6.23 No Off-Set. All sums payable by the Mortgagor shall be paid without counterclaim, other compulsory counterclaims, set-off, or deduction and without abatement, suspension, deferment, diminution or reduction, and the Obligations shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage or any condemnation of the Mortgaged Property or any part thereof; (ii) any title defect or encumbrance or any eviction from the Mortgaged Property or any part thereof by title paramount or otherwise; or (iii) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the Mortgagee or the Mortgagor, or any action taken with respect to this Mortgage by any agent or receiver of the Mortgagee. The Mortgagor waives, to the extent permitted by law, all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any of the Obligations.

6.24 Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. **TO THE FULLEST EXTENT PERMITTED BY LAW:**

(a) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS MORTGAGE OR ANY OTHER FINANCING DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE WHICH ARE LOCATED IN THE COUNTY OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS MORTGAGE, OR ANY OTHER FINANCING DOCUMENT, THE MORTGAGOR HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. THE MORTGAGOR HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK PERSONAL JURISDICTION OVER THE MORTGAGOR, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS MORTGAGE OR ANY OTHER FINANCING DOCUMENTS BROUGHT IN ANY OF THE AFOREMENTIONED COURTS, THAT SUCH COURTS LACK PERSONAL JURISDICTION OVER THE MORTGAGOR. THE MORTGAGOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE MORTGAGOR AT ITS ADDRESS FOR NOTICES PURSUANT TO SECTION 6.03 HEREOF, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. THE MORTGAGOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR ANY OTHER FINANCING DOCUMENT THAT SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE MORTGAGEE, THE ADMINISTRATIVE AGENT UNDER THE CREDIT AGREEMENT, ANY LENDER OR ANY OTHER SECURED CREDITOR TO SERVE PROCESS AGAINST THE MORTGAGOR IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED

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AGAINST THE MORTGAGOR IN ANY OTHER JURISDICTION (INCLUDING THE JURISDICTION IN WHICH THE MORTGAGED PROPERTY IS LOCATED).

(b) THE MORTGAGOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS MORTGAGE OR ANY OTHER FINANCING DOCUMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (a) ABOVE AND HEREBY FURTHER IRREVOCABLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH OF THE PARTIES TO THIS MORTGAGE HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS MORTGAGE, THE OTHER FINANCING DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

6.25 Leasehold Mortgage Provisions. If Exhibit A includes a leasehold estate, the terms and conditions set forth in Exhibit B attached hereto are made a part hereof and are incorporated into this Mortgage by reference.

6.26 Revolving Loans. This Mortgage secures, among other things, "revolving credit" as that term is defined in 815 ILCS 205/4.1 and will secure not only existing indebtedness but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee or the Secured Creditors, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution of this Mortgage, although there may be no advance made at the time of execution hereof, and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all such indebtedness and future advances from the time this Mortgage is recorded. Without limiting the generality the foregoing, the lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's office of the county in which the Mortgaged Property is located. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby, and Permitted Encumbrances related hereto. Although this Mortgage is given to secure all future advances made by the Mortgagee and the other Secured Creditors to or for the benefit of the Mortgagor or the Mortgaged Property, whether obligatory or optional, the Mortgagor and the Mortgagee hereby acknowledge and agree that the Mortgagee and the other Secured Creditors are obligated by the terms of the Financing Documents to make certain future advances, including advances of a revolving nature, subject to the fulfillment of the relevant conditions set forth in the Financing Documents.

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6.27 No Merger of Ground Lease. If both the lessor's and lessee's estate under each of the respective Leases (the "Ground Lease") or any portion thereof which constitutes a part of the Mortgaged Property or other security under the Loan Documents shall at any time become vested in one owner, this Mortgage and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger unless Mortgagee so elects as evidenced by recording a written declaration so stating, and, unless and until Mortgagee so elects, Mortgagee shall continue to have and enjoy all of the rights and privileges of Mortgagee as to the separate estates. In addition, upon the foreclosure of the lien created by this Mortgage on the Mortgaged Property pursuant to the provisions hereof, the Ground Lease then existing and affecting all or any portion of the Mortgaged Property shall not be destroyed or terminated by application of the law of merger, as a matter of law or as a result of such foreclosure, unless Mortgagee or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Mortgagee or any such purchaser shall constitute a termination of the Ground Lease unless Mortgagee or such purchaser shall record a termination thereof.

6.28 RFTA. Mortgagor represents and warrants that there are no "facilities" at, on or under the Mortgaged Property, which are subject to reporting under Section 312 of the Federal Emergency Planning Community Right-to-Know Act of 1986, and federal regulations promulgated thereunder and there are no underground storage tanks at, on or under the Property which require notification under Section 9002 of the Solid Waste Solid Disposal Act, as now or hereafter amended (42 U.S.C. 6991) and the Responsible Property Transfer Act of 1988 (Chapter 765 of the Illinois Compiled Statutes, Section 90/1 et seq.) is not applicable to Mortgagor's Obligations secured by this Mortgage.

ARTICLE VII

STATE-SPECIFIC PROVISIONS

7.01 Compliance with Illinois Mortgage Foreclosure Law.

(a) If any provision of this Mortgage is inconsistent with any applicable provision of the Act (as defined above), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can fairly be construed in a manner consistent with the Act.

(b) Without in any way limiting or restricting any of Mortgagee's rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers, and authorities, the Mortgagee shall also have and may exercise any and all rights, remedies, powers and authorities which the holder of a mortgage is permitted to have or exercise under the provision of the Act, as the same may be amended from time to time, except as otherwise expressly provided herein.

(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee, to the extent reimbursable under Section 5/15-1510, 5/15-1512, or any other provision of the Act, whether incurred before or after any decree or judgment of foreclosure, and

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whether or not enumerated in any other provision of this Mortgage, shall be added to the indebtedness secured by this Mortgage and by the judgment of foreclosure.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

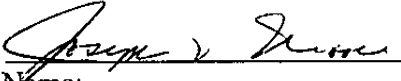
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IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly executed and delivered as of the day and year first above written.

VHS OF ILLINOIS, INC.

By: 
Name:
Title:

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STATE OF New York)
COUNTY OF New York)

ss.

I, Latoya Matthew, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph M. Hoole personally known to me to be the E.V.P., C.F.O. Treasurer of VHS of Illinois, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such E.V.P., C.F.O. Treasurer, he signed and delivered the said instrument and caused the corporate seal of said corporation be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his 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 official seal this 27th day of July, 2001.

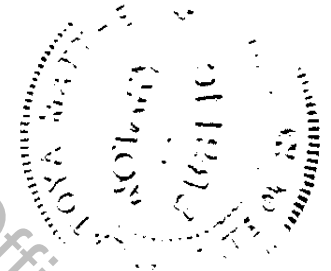
LATOYA MATTHEW
Notary Public, State of New York
No. 01MA5079912
Qualified in Bronx County
Commission Expires June 6, 2003

Latoya Matthew
Notary Public

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Commission expires June 6, 2003.

[SEAL]



Cook County Clerk's Office

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EXHIBIT A
6804 West Windsor
(Cook County)

Legal Description

LOTS 1, 2, 3 AND 4 IN BLOCK 8 IN BERWYN, A SUBDIVISION OF BLOCKS 4, 5, 12, 13, 20, 21, 28, 29, 34, 35, 36 AND 39 OF LAVERGNE, SAID LAVERGNE BEING A SUBDIVISION OF THE NORTHWEST 1/4 AND THAT PART OF THE NORTHEASTERLY 1/4 AND THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4, LYING NORTH OF OGDEN AVENUE OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF 32ND AND 33RD, 35TH AND 36TH STREET WITHIN THE SAID LAVERGNE, IN COOK COUNTY, ILLINOIS.

Street Address: 6804 West Windsor
Berwyn, Illinois

Permanent Real Estate Tax Identification Numbers:

16-31-127-006-0000
16-31-127-007-0000

16-31-127-008-0000
16-31-127-009-0000

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EXHIBIT A
3300 South Oak Park
(Cook County)

Legal Description

LOTS 14 AND 15 IN BLOCK 8 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31,
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

Street Address: 3300 South Oak Park Drive
Berwyn, Illinois

Permanent Real Estate Tax Identification Number:

16-31-127-030-0000

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EXHIBIT A
3340 South Oak Park
(Cook County)

Legal Description

PARCEL 1:

ALL THAT PART OF LOTS 20, 21, 22, AND 23, TAKEN AS ONE TRACT LYING SOUTH OF A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID TRACT, 100.69 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT AND AT RIGHT ANGLES TO THE EAST LINE OF SAID TRACT TO A POINT ON THE WEST LINE OF SAID TRACT 100 FEET NORTH OF THE SOUTHWEST CORNER OF SAID TRACT, ALL IN BLOCK 10 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 24 TO 28, INCLUSIVE (EXCEPT THE NORTH 25.86 FEET OF SAID LOTS) IN BLOCK 10 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF A 14-FOOT WIDE VACATED ALLEY, RUNNING IN A NORTH-SOUTH DIRECTION IN BLOCK 10 IN BERWYN, BEING A SUBDIVISION OF BLOCKS 4, 5, 12, 13, 20, 21, 29, 34, 35, 36, AND 39 IN LAVERGNE, A SUBDIVISION OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EXTENDED SOUTH LINE OF THE NORTH 25.86 FEET OF LOTS 24 TO 28, INCLUSIVE, WITH THE WESTERLY LINE OF THE NORTH-SOUTH ALLEY LYING EAST OF GROVE AVENUE AND WEST OF OAK PARK AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THE LAST DESCRIBED ALLEY AND THE EAST LINE OF LOT 24 IN BLOCK 10 TO THE SOUTHEAST CORNER OF SAID LOT 24; THENCE EASTERLY TO THE SOUTHWEST CORNER OF LOT 23 IN BLOCK 10; THENCE NORTHERLY ALONG THE EAST LINE OF THE LAST DESCRIBED ALLEY AND THE WEST LINE OF LOTS 20 TO 23 TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 25.86 FEET OF LOTS 24 TO 28, INCLUSIVE; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 25.86 FEET OF LOTS 24 TO 28, INCLUSIVE, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 32, 33, 34 AND 35 IN BLOCK 9 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 3340 S. Oak Park Drive, Berwyn, Illinois and a parcel of land located at the northwest corner of 34th Street and Grove Avenue, Berwyn, Illinois

Permanent Real Estate Tax Identification Numbers: 16-31-127-054-0000,
16-31-127-049-0000, 16-31-126-038-0000, 16-31-126-039-0000,
16-31-126-040-0000

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EXHIBIT A
2 Flat on Grove
(Cook County)

Legal Description

LOTS 30 AND 31 IN BLOCK 9 IN BERWYN, BEING A SUBDIVISION OF BLOCKS 4, 5, 12, 13, 20, 21, 28, 29, 34, 35, 36 AND 39 IN LA VERGNE, A SUBDIVISION OF THE NORTHWEST 1/4 AND THAT PART OF NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 LYING NORTH OF JGDEN AVENUE IN SECTION 31, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Street Address: 3334 South Grove
Berwyn, Illinois

Permanent Real Estate Tax Identification Numbers:

16-31-126-033-0000
16-31-126-034-0000

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Leasehold Mortgage Provisions

Notwithstanding anything contained herein to the contrary, and in addition to any rights, privileges and remedies granted to the Mortgagee elsewhere in this Mortgage, the Mortgagee shall have, and the Mortgagor hereby grants to the Mortgagee for the benefit of the Secured Creditors, any and all rights, privileges and remedies of the Mortgagor provided for in each Ground Lease (including without limitation, any renewal rights and options to purchase contained therein) without the necessity of particularly specifying any or all of such rights, privileges and remedies that are or could be granted to leasehold mortgagees pursuant to the Ground Leases.

The Mortgagor hereby represents, covenants and agrees that:

(a) This Mortgage is lawfully executed and delivered in conformity with each Ground Lease and any and all consents required therefor under the Ground Leases have been timely received and are effective.

(b) The Mortgagor will pay when due the rents, taxes and other sums and charges mentioned in and made payable by the Mortgagor under each Ground Lease.

(c) The Mortgagor will promptly, in all material respects, perform and observe all of the terms, covenants and conditions required to be performed and observed by it under each Ground Lease, within the periods (including any grace or cure periods) provided therein, and will do all things reasonably necessary to preserve and to keep unimpaired its rights under the Ground Leases. In the event of the failure of the Mortgagor to make any payment required to be made by the Mortgagor pursuant to the provisions of any Ground Lease or to observe, abide by, discharge or perform, or cause to be observed, kept, discharged or performed, any of the terms, obligations, covenants, conditions, agreements, indemnities, representations, warranties or liabilities of any Ground Lease on the part of the Mortgagor to be observed, kept, discharged and performed, the Mortgagor does hereby irrevocably appoint and constitute the Mortgagee as its true and lawful attorney in fact, which appointment is irrevocable and coupled with an interest, in its name, place and stead, to take any and all actions deemed necessary or desirable by the Mortgagee to perform and comply with all of the obligations of the Mortgagor under such Ground Lease, to do and take, but without any obligation so to do, any action which the Mortgagee deems necessary or desirable to prevent or cure any default by the Mortgagor under such Ground Lease, to enter into and upon the Mortgaged Property or any part thereof to such extent and as often as the Mortgagee, in its reasonable discretion, deems necessary or desirable in order to prevent or cure any default of the Mortgagor pursuant thereto, to the end that the rights of the Mortgagor in and to the leasehold estate created by such Ground Lease shall be kept unimpaired and free from default, and all sums so expended by the Mortgagee, with interest thereon at the rate set forth in the Credit Agreement for Revolving Loans maintained as Base Rate Loans from the date of each such expenditure, shall be paid by the Mortgagor to the Mortgagee promptly upon demand by the Mortgagee and shall be added to the indebtedness secured hereby and the Mortgagee shall have, in addition to any other remedy of the Mortgagee,

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the same rights and remedies in the event of non-payment of any such sum by the Mortgagor as in the case of a default by the Mortgagor in the payment of any sums due under the Credit Agreement. The Mortgagor shall, within five (5) days after written request by the Mortgagee, execute and deliver to the Mortgagee, or to any person designated by the Mortgagee, such further instruments, agreements, powers, assignments, conveyances or the like as may be necessary to complete or perfect the interest, rights or powers of the Mortgagee pursuant hereto.

(d) The Mortgagor will promptly (i) notify the Mortgagee in writing of the receipt by it of any notice of default from the lessor under any Ground Lease; (ii) notify the Mortgagee in writing of the receipt by it of any notice under any Ground Lease of the termination of such Ground Lease; (iii) cause a copy of each such notice received by the Mortgagor from the lessor under any Ground Lease to be delivered to the Mortgagee; and (iv) cause a copy of any notice of election or the exercise of any rights of option, purchase or renewal under any Ground Lease sent by the Mortgagor to the lessor under such Ground Lease, to be delivered to the Mortgagee.

(e) The Mortgagor will not, without the prior written consent of the Mortgagee, terminate or surrender or suffer or permit any termination or surrender of any Ground Lease, nor modify any Ground Lease, if the modification shall materially impair the Mortgagee's security interest in the Mortgaged Property or the rights and remedies of the Mortgagee under this Mortgage.

(f) The Mortgagor will, within twenty (20) days after written demand from the Mortgagee, use reasonable efforts to obtain from the lessor under each Ground Lease and deliver to the Mortgagee an estoppel certificate in the form provided for in such Ground Lease or if none is provided, in a form provided by the Mortgagee.

(g) The Mortgagor will furnish to the Mortgagee upon demand, proof of payment of all items which are required to be paid by the Mortgagor pursuant to each Ground Lease and a statement of any such payments which the Mortgagor is contesting or arbitrating pursuant to the terms of such Ground Lease.

(h) Except as otherwise provided in the Ground Leases, the Mortgagor will not consent to the subordination of any Ground Lease to any lien on the fee estate of the lessor under such Ground Lease.

(i) So long as any of the Obligations shall remain outstanding, and if an Event of Default has occurred and is continuing, the Mortgagor shall not fail to exercise any option or right to renew or extend the term of any Ground Lease without the prior written consent of the Mortgagee. The Mortgagor shall give the Mortgagee simultaneous written notice of the exercise of any such option or right to renew or extend, together with a copy of the instrument given to the lessor under such Ground Lease exercising such option or right, and thereafter, shall promptly deliver to the Mortgagee a copy of any acknowledgment by such lessor with respect to the exercise of such option or right. If any such option or right has not been exercised as aforesaid, then, not more than three

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EXHIBIT B

hundred sixty (360) and not less than two hundred seventy (270) days before the right of the Mortgagor to exercise any such option or right, the Mortgagor shall give the Mortgagee written notice specifying (i) the date on which, (ii) the term for which and (iii) the manner in which such option or renewal is to be exercised. If an Event of Default has occurred and is continuing, within ten (10) business days of written demand by the Mortgagee, the Mortgagor shall exercise any such option or renewal which is necessary to extend the term of each Ground Lease beyond the outside maturity date set forth in the Credit Agreement.

* * *

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