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0030028297

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2003-01-07 12:13:20
Cook County Recorder 60.00



0030028297

This Agreement was prepared by
and when recorded should be returned to:
White & Case LLP
1155 Avenue of the Americas
New York, New York 10036
Attention: Jeffrey J. Temple, Esq.
1103813/0028

Cook County, Illinois

19
D

FIRST AMENDMENT TO MORTGAGE, SECURITY
AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS,
FINANCING STATEMENT AND FIXTURE FILING

D17938511 JBy

FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND
FIXTURE FILING (as amended, modified or supplemented from time to time, this
"Agreement"), dated as of January 1, 2003, by and between MACNEAL MANAGEMENT
SERVICES, INC., an Illinois corporation, having an office at 3249 South Oak Park Avenue,
Berwyn, Illinois 60402, as Mortgagor (the "Mortgagor"), and BANK OF AMERICA, N.A., with
an office at 100 North Tryon Street, Charlotte, North Carolina 28255, as Collateral Agent (the
"Mortgagee") for the benefit of the Secured Creditors (as defined in the Mortgage, as defined
herein). Except as otherwise defined herein, terms used herein and defined in the Credit
Agreement referred to below shall be used herein as so defined.

WITNESSETH:

WHEREAS, Vanguard Health Systems, Inc., a Delaware corporation, as
Borrower, the lenders from time to time party thereto, First Union National Bank and General
Electric Capital Corporation, as Co-Documentation Agents, Banc of America Securities LLC
and Morgan Stanley Senior Funding, Inc., as Joint Lead Arrangers and Book Managers, Morgan
Stanley Senior Funding, Inc., as Syndication Agent and the Mortgagee, as Administrative Agent,
entered into a Credit Agreement, dated as of July 30, 2001 (the "Credit Agreement"), providing
for the making of Loans and/or issuing of, and participation in, Letters of Credit as contemplated
therein;

BOX 333-CT

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WHEREAS, the Mortgagor entered into a Subsidiaries Guaranty dated as of July 30, 2001 for the benefit of the Secured Creditors whereby Mortgagor guaranteed to the Secured Creditors the payment when due of all obligations and liabilities of the Borrower under or with respect to the Credit Agreement, the other Credit Documents and the Interest Rate Agreements and Other Hedging Agreements;

WHEREAS, in connection with the execution of the Subsidiaries Guaranty, the Mortgagor executed a Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, dated as of July 30, 2001, in favor of Mortgagee, as Collateral Agent for the Secured Creditors and recorded on August 7, 2001 as instrument number 0010719433, in the Cook County Recorder's Office, Cook County, Illinois (as amended hereby and as further amended, modified or supplemented from time to time, the "Mortgage") encumbering certain property (the "Property") more particularly described on Exhibit A attached hereto;

WHEREAS, the Borrower, the lenders from time to time party to the Credit Agreement and the Mortgagee, as Administrative Agent have entered into that certain First Amendment to Credit Agreement, dated as of October 8, 2002 (the "Amendment"), which provides, inter alia for, among other things, an increase in the Obligations under the Credit Agreement; and,

WHEREAS, the Mortgage remains in full force and effect and the security interest and the priority of such security interest granted to the existing Secured Creditors named therein continues (without interruption) thereunder.

NOW, THEREFORE, in consideration of the execution and delivery by the Mortgagee of the Amendment and other benefits provided therein to the Mortgagor, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby makes the following representations and warranties and hereby covenants and agrees with the Mortgagee as follows:

1. The amount of \$125,000,000 appearing in the first WHEREAS clause of the Mortgage is hereby deleted, and the amount of \$525,000,000.00 is substituted in lieu thereof.
2. The amount of \$504,000,000.00 appearing in the paragraph beginning with "TO HAVE AND TO HOLD" on page 5 of the Mortgage is hereby deleted, and the amount of \$525,000,000.00 is substituted in lieu thereof.
3. Section 1.09(b)(i) of the Mortgage is hereby amended by deleting the text "Section 9.02(ii), (vii), (xii) or (xiv)" appearing in said section and inserting the text "Section 9.02(ii), (vii), (xiii) or (xv)" in lieu thereof.
4. Section 1.09(b)(ii) of the Mortgage is hereby amended by deleting the text "Section 9.02(ii), (vii), (xii) or (xiv)" appearing in said section and inserting the text "Section 9.02(ii), (vii), (xiii) or (xv)" in lieu thereof.
5. Section 2.02 of the Mortgage is hereby amended by deleting the word "and" appearing just before "(5)", deleting the period at the end of subparagraph (5) and substituting in lieu thereof a semi-colon, and by adding the following to the end of the Section:

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“(6) the Debtor is a corporation, organized under the laws of the State of Illinois; and (7) the legal name of the Debtor is MacNeal Management Services, Inc.”.

6. It is hereby acknowledged and agreed that each reference in the Mortgage to the “Credit Agreement” shall mean and be a reference to the Credit Agreement, as amended by the Amendment.

7. The Mortgagor hereby reaffirms to the Secured Creditors each of the representations, warranties, covenants and agreements of the Mortgagor set forth in the Mortgage with the same force and effect as if each were separately stated herein and made as of the date hereof.

8. The Mortgagor hereby ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Mortgage, as modified by this Agreement, and each and every other document and/or instrument which evidences and/or secures payment of the Loans represent the valid, enforceable and collectible obligations of the Mortgagor and the Mortgagor further acknowledges there are no existing claims, defenses, personal or otherwise, or rights of set-off whatsoever with respect to any of the aforementioned instruments and/or documents known to the Mortgagor and further acknowledges and represents that, to the Mortgagor's knowledge no event has occurred and no condition exists which would constitute a default under the Mortgage or this Agreement either with or without notice or lapse of time or both.

9. The Mortgagor hereby waives, discharges and releases forever any and all existing claims, defenses, personal or otherwise, and rights of set-off known to the Mortgagor that it may have against the Mortgagee or which might affect the enforceability by the Mortgagee of its various rights and remedies under the Notes, the Mortgage and the other Security Documents.

10. Except as specifically modified herein, all of the terms and provisions of the Mortgage and all other documents executed by the parties hereto or binding upon the parties hereto in connection with the Mortgage are ratified and reaffirmed by the parties hereto, and are incorporated herein by reference, the Mortgagor specifically acknowledging the validity and enforceability thereof.

11. The Mortgagor agrees to pay all costs in connection herewith, including, but without limitation, recordation and filing fees, taxes (other than taxes based on gross receipts, income or revenue of the Mortgagee), reasonable attorneys' fees and expenses, and, to the extent incurred in connection with updating the Mortgagee's existing title policy on the Property, charges for title examination and title insurance premiums. The Mortgagor agrees to have the Mortgagee's existing title insurance policy updated at its sole cost and expense, the endorsement thereto being subject to the Mortgagee's reasonable approval to the extent provided in the Credit Agreement as amended by the Amendment.

12. The liens, security interests, assignments and other rights evidenced by the Mortgage are hereby renewed, extended and modified to secure the Obligations in accordance with this Agreement.

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13. This Agreement is limited as specified and other than the specific amendments contained herein shall not constitute an amendment, modification or waiver of, or otherwise affect, in any way, any other provisions of the Mortgage. As modified hereby, the Mortgage is ratified and confirmed in all respects.

14. The Mortgagor agrees to execute and deliver, or cause to be executed and delivered, to the Mortgagee all other instruments, certificates, agreements and consents as the Mortgagee may reasonably require in order to confirm the terms of this Agreement.

15. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

17. Any reference to the "Mortgage" in the Mortgage shall be deemed to mean the Mortgage as modified by this Agreement.

18. The use of the singular shall include the plural when the context requires and vice versa; the use of "a" shall include "an" when the context requires and vice versa.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

Mortgagor:

MACNEAL MANAGEMENT SERVICES,
INC., an Illinois corporation

By: James H. Spalding
Name: James H. Spalding
Title: Senior Vice President

Mortgagee:

BANK OF AMERICA, N.A., as Collateral
Agent

By: Kevin Wagley
Name: KEVIN WAGLEY
Title: PRINCIPAL

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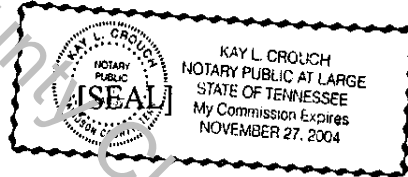
STATE OF Tennessee)
) ss.:
COUNTY OF Davidson)

I, Kay Crouch, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James H. Gaulting personally known to me to be the Senior Vice President of MacNeal Management Services, Inc., an Illinois 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 Senior Vice President, 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 13th day of December, 2002

Kay L. Crouch
Notary Public

Commission expires _____.



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STATE OF North Carolina)
COUNTY OF Mecklenburg) ss.:

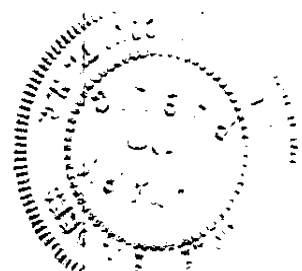
I, COLETTE R. DEES, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KEVIN WAGLEY personally known to me to be the Principal of Bank of America, N.A. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Principal, 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 12th day of December, 2002.

Colette R. Dees
Notary Public

Commission expires 9-21-04.

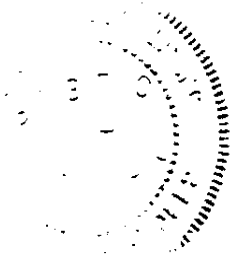
[SEAL]



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EXHIBIT A

3343 South Oak Park Avenue
(Cook County)

Legal Description

LOT(S) 24, 25 AND 26 IN BLOCK 11, IN BERWYN, BEING A SUBDIVISION IN SECTION 31,
TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

Street Address: 3343 South Oak Park Avenue
Berwyn, Illinois

Permanent Real Estate Tax Identification Number: 16-31-221-043-0000
16-31-221-042-0000

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EXHIBIT A
3231 South Euclid
(Cook County)

Legal Description

LOTS 26 TO 31, INCLUSIVE, IN BLOCK 6 IN BERWYN, BEING A SUBDIVISION IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address. 3231 South Euclid
Berwyn, Illinois

Permanent Real Estate Tax Identification Number(s):

16-31-216-024-0000
16-31-216-025-0000

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EXHIBIT A
6715 West 34th Street
(Cook County)

Legal Description

LOTS 25 AND 26 IN BLOCK 12 IN BERWYN, A SUBDIVISION IN SECTION 31, TOWNSHIP 39
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 6715 W. 34th Street
Berwyn, Illinois

Permanent Real Estate Tax Identification Numbers:

16-31-222-033
16-31-222-034

Property of Cook County Clerk's Office

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EXHIBIT A
Library
(Cook County)

Legal Description

LOT 1 AND 2 IN BLOCK 15 IN BERWYN, A SUBDIVISION OF SECTION 31, TOWNSHIP 39
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Street Address: 3400 South Oak Park Avenue
Berwyn, Illinois

Permanent Real Estate Tax Identification Number:

16-31-135-027-0000

Property of Cook County Clerk's Office

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EXHIBIT A
Hicks
(Cook County)

Legal Description

LOTS 28 AND 29 IN BLOCK 3 IN BERWYN, A SUBDIVISION IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THAT PART OF VACATED ALLEY LYING NORTH OF AND ADJOINING LOTS 28 AND 29 IN BLOCK 3 IN BERWYN AFORESAID, WHICH FALLS SOUTH OF THE SOUTH LINE OF 32ND STREET EXTENDED AND EASTERLY OF THE WEST LINE OF LOT 29 AFORESAID, EXTENDED NORTH, IN COOK COUNTY, ILLINOIS.

Street Address: 6505 West Stanley Avenue
Berwyn, Illinois

Permanent Real Estate Tax Identification Number:

16-31-115-008-0000

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EXHIBIT A
Harlem & Ogden
(Cook County)

Legal Description

PARCEL 1:

LOTS 4, 5, AND 6 (EXCEPT THE EAST 22.0 FEET OF SAID LOTS 4, 5, AND 6) IN LURIE AND THORPE'S SUBDIVISION, A SUBDIVISION OF LOT 636 AND THE EAST 50 FEET OF LOT 635 IN BLOCK 22 IN ADDITION TO SECOND DIVISION OF RIVERSIDE, IN SECTION 36, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 AND 2 (EXCEPT THE EAST 22.0 FEET OF SAID LOTS 1 AND 2) IN OLIVIDAS RESUBDIVISION OF LOT 638 IN BLOCK 22 IN ADDITION TO SECOND DIVISION OF RIVERSIDE IN THE EAST 1/2 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

LOTS 3 AND 4 IN OLIVIDA'S RESUBDIVISION OF LOT 638 IN BLOCK 22 IN THE ADDITION TO SECOND DIVISION OF RIVERSIDE AFORESAID (EXCEPT THAT PART OF SAID LOTS 3 AND 4 IN OLIVIDA'S RESUBDIVISION AFORESAID BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 56.2 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOTS 3 AND 4, A DISTANCE OF 100.4 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 17.33 FEET TO A POINT DISTANT 17.0 FEET NORTHWESTERLY AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF LOT 4, THENCE EASTERLY IN A STRAIGHT LINE PARALLEL TO SAID SOUTHERLY LINE OF LOT 4 A DISTANCE OF 34.46 FEET TO A POINT OF CURVATURE, THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 70.0 FEET AND TANGENT TO LAST DESCRIBED COURSE A DISTANCE OF 78.18 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID LOT 3, DISTANT 22.0 FEET WEST, MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF LOT 3 THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF LOT 3 A DISTANCE OF 22.51 FEET TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS;

PARCEL 4:

LOT 637 (EXCEPT THE SOUTHERLY 17.0 FEET AS MEASURED AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID LOT 637) IN BLOCK 22 IN ADDITION TO SECOND DIVISION OF RIVERSIDE IN SECTION 36, TOWNSHIP 39 NORTE, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

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EXHIBIT A (Cont'd)

Harlem & Ogden

(Cook County)

Legal Description

PARCEL 5:

THAT PART OF LOT 3 WHICH LIES SOUTHERLY OF A LINE DRAWN BETWEEN THE POINT OF DEFLECTION IN THE EASTERLY LINE OF SAID LOT 3 AND THE POINT OF DEFLECTION IN THE WESTERLY LINE OF SAID LOT 3 IN BLOCK 25, IN THE TOWN OF COOKSVILLE, BEING A SUBDIVISION OF THE EAST 1/2 (EXCEPT THAT PART OF SAID EAST HALF LYING SOUTH OF THE SOUTH WESTERN PLANK ROAD) OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF SAID LOT TAKEN FOR HIGHWAY PURPOSES), IN COOK COUNTY, ILLINOIS;

PARCEL 6:

LOT 633 IN BLOCK 21 IN THE ADDITION TO SECOND DIVISION OF RIVERSIDE AFORESAID, (EXCEPT THAT PART IF ANY OF SAID LOT 633 IN LOT 3 IN BLOCK 25, TOWN OF COOKSVILLE) IN SECTION 36, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 3722 South Harlem Avenue
Riverside, Illinois

Permanent Real Estate Tax Identification Numbers:

15-36-410-026-0000	15-36-410-035-0000
15-36-410-027-0000	15-36-410-036-0000
15-36-410-028-0000	15-36-410-037-0000
15-36-410-032-0000	15-36-410-038-0000
15-36-410-033-0000	15-36-410-040-0000
15-36-410-034-0000	

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EXHIBIT A
6707 W. 34th
Berwyn, IL
(Cook County)

Legal Description

LOTS 21 AND 22 IN BLOCK 12 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: 6707 West 34th Street
Berwyn, Illinois

Permanent Real Estate Tax Identification Numbers:

16-31-222-037

16-31-222-038

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EXHIBIT A
3326 S. Wesley
Berwyn, IL
(Cook County)

Legal Description

LOT 13 AND THE NORTH 1/2 OF LOT 14 IN BLOCK 12 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: 3326 South Wesley
Berwyn, Illinois

Permanent Real Estate Tax Identification Number:

16-31-227-027

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EXHIBIT A
3306 S. Wesley
COOK COUNTY

LOTS 3 AND 4 IN BLOCK 12 IN BERWYN, A SUBDIVISION OF BLOCKS 4, 5, 12, 13, 20, 21, 28, 29, 34, 35, 36 AND 39 IN LAVERGNE, A NORTHWEST 1/4 AND THAT PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF OGDEN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A
3318 S. Wesley
Cook County.

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOTS 9 AND 10 IN BLOCK 12 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31,
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

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Exhibit A
3300 S. Wesley
Cook County

LOTS 1 AND 2 IN BLOCK 12 IN BERYNN, A SUBDIVISION OF BLOCKS 4, 5, 12, 13, 20, 21, 28, 29, 34, 35, 36 AND 39 IN LAVERGNE A SUBDIVISION OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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