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2003-01-07 12:14:27

Cook County Recorder 44.00



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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

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

FIRST AMENDMENT TO LEASEHOLD 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 VHS OF ILLINOIS, INC., a Delaware corporation, having an office at 20 Burton Hills Boulevard, Suite 100, Nashville, Tennessee 37215, 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 222-CP

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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 by instrument number 0010719438, 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 6 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 Delaware; and (7) the legal name of the Debtor is VHS of Illinois, 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.

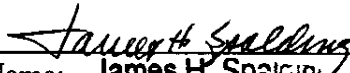
18. The use of the singular shall include the plural when the context requires and vice versa; the use of "a" shall include "an" when the context requires and vice versa.

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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:

VHS OF ILLINOIS, INC., a Delaware corporation

By: 
Name: **James H. Spalino**
Title: **Senior Vice President**

Mortgagee:

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

By: 
Name: **KEVIN WAGLEY**
Title: **PRINCIPAL**

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STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

ss.

I, SHARON BACKS, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES W. SPALDING personally known to me to be the SVP 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 SVP, 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 13 day of DECEMBER 2007.

Sharon Backs
Notary Public

Commission expires 7-29-06.

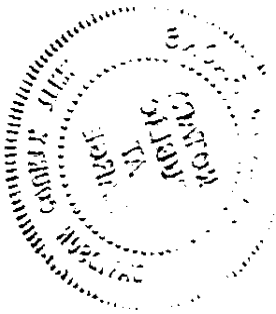
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STATE OF North Carolina)
) SS.:
COUNTY OF Mecklenburg)

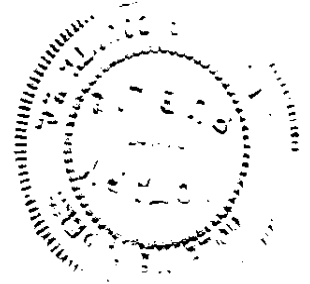
I, Colette Dees, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kevin Wagley personally known to me to be the Principal of Bank of America, N.A. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before 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 Dees
Notary Public

Commission expires 9-21-04.

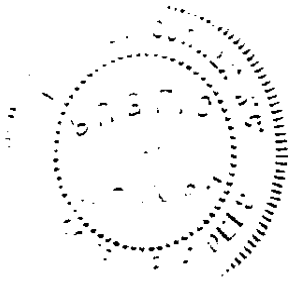
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EXHIBIT A
6804 West Windsor
(Cook County)

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 49 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF 22ND 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

16-31-127-008-0000

16-31-127-007-0000

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
16-31-126-031-0000

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