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## Illinois Anti-Predatory Lending Database Program



Doc#: 0824640005 Fee: \$112.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/02/2008 11:08 AM Pg: 1 of 40

### Certificate of Exemption

Property of Cook County Clerk's Office

8442968 822 TMS 4/5

The property identified as: **PIN: 16-01-301-020-0000**

**Address:**

**Street:** 1142 N. Richmond

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60622

**Lender:** Wells Fargo Bank, N.A.

**Borrower:** Norwegian American Hospital Inc.

**Loan / Mortgage Amount:** \$23,950,000.00

This property is located within Cook County and is exempt from the requirements of 765 ILC § 77.70 et seq. because it is commercial property.

*Box 400*

**Certificate number:** 197D085C-1833-43BE-A5E9-69099946B22F

**Execution date:** 08/28/2008

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8442968-b2-Tms (4045)

Property of Cook County Clerk's Office

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MORTGAGE AND SECURITY AGREEMENT

By and Between

NORWEGIAN AMERICAN HOSPITAL INC.,  
AS Mortgagor,

and

WELLS FARGO BANK, N.A.,  
as Master Trustee,

Mortgagee

Dated as of August 15, 2008

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**Box 400-CTCC**

This instrument was prepared by  
and upon recording return to:

Jones Day  
77 West Wacker  
Chicago, Illinois 60601  
Attention: Michael J. Mitchell

39  
J

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## MORTGAGE AND SECURITY AGREEMENT

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This is a Mortgage and Security Agreement dated as of August 15, 2008 ("this Mortgage"), between Norwegian American Hospital Inc. (the "Corporation"), an Illinois not for profit corporation, as Mortgagor (the "Mortgagor"), and Wells Fargo Bank, N.A., a national banking association duly established and existing under and by virtue of the laws of the United States, not personally but as master trustee under the Master Indenture hereinafter referred to (the "Master Trustee"), as mortgagee.

## WITNESSETH

WHEREAS, the Mortgagor has entered into a Master Trust Indenture dated as of August 15, 2008 (the "Master Indenture") with the Master Trustee; and

WHEREAS, pursuant to the Master Indenture, the Members of the Obligated Group created thereunder are authorized to issue Obligations from time to time, including without limitation the Series 2008 Obligation (as defined in the Master Indenture) in the aggregate principal amount of \$23,950,000 (together with any Obligations hereafter issued pursuant to the Master Indenture, the "Obligations"), all of which Obligations are hereby incorporated by reference; and

WHEREAS, the Mortgagor is the owner in fee simple of the real estate described in *Exhibit A* hereto (the "Land"); and

WHEREAS, the Mortgagor wishes to mortgage and assign to the Master Trustee its interest in the Land and other Mortgaged Property described herein as security for the Obligations and the performance of the obligations of the Obligated Group under the Master Indenture and the Mortgagor hereunder; provided, however, that the maximum aggregate principal amount of Obligations that may be secured hereby is expressly limited to \$300,000,000.

NOW, THEREFORE, in consideration of the premises, the acceptance of the Obligations by the purchasers thereof and for other good and valuable consideration the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest payable on the Obligations and the performance of all the obligations of the Obligated Group contained in the Master Indenture and of the Mortgagor contained herein, the Mortgagor has executed and delivered this Mortgage and by these presents does assign, grant, mortgage, warrant, convey, transfer, pledge, set over and confirm unto the Master Trustee and its successors and assigns forever, and grant a security interest thereunto in, all of the Mortgagor's right, title and interest in, to and under any and all of the following described property (herein called the "Mortgaged Property"):

## GRANTING CLAUSES

### DIVISION I

The Land described in *Exhibit A* hereto, together with the entire interest (whether now owned or hereafter acquired) in and to said Land and in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed upon the Land, including all building materials, building equipment and fixtures of every kind

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and nature whatsoever on the Land or in any building, structure or improvement now standing or hereafter constructed or placed thereon (the "Improvements"), and the reversion or reversions, and remainder or remainders, in and to the Land, and together with the entire interest of the Mortgagor in and to all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to the Land (the "Appurtenances"), belonging or in any way appertaining thereto, and all right, title and interest of the Mortgagor in, to and under any streets, ways or alleys adjoining the Land or any part thereof including all bridges thereover and tunnels thereunder, including without limitation all claims or demands whatsoever of the Mortgagor either in law or in equity, in possession or expectancy of, in and to the Land, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or hereafter acquired by the Mortgagor and affixed to or attached to or placed on the Land shall be deemed to be, and shall be considered as, fixtures and appurtenances to said Land, and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a security agreement under the provisions of the Uniform Commercial Code as in effect in Illinois ("UCC") for the purpose of creating hereby a security interest in said property, which is hereby granted by Mortgagor as debtor to Mortgagee as secured party, securing the indebtedness hereby secured. The addresses of Mortgagor (debtor) and Master Trustee (secured party) appear in Section 6.3 (collectively, the "Mortgaged Land");

## DIVISION II

All estate, right, title and interest of Mortgagor in and to all present and future leases, subleases, concession, license or occupancy agreements covering the Land, Appurtenances or Improvements or any portion thereof, and all modifications, amendments and extensions thereof, now or hereafter existing or entered into (collectively, the "Leases"), including without limitation (i) all cash, advance rentals, guarantees, security deposits, rents, issues, profits, and revenues due or payable in connection with a lease or sublease of any of the Collateral or any part thereof (the "Rents and Profits"); together with all proceeds, including cash proceeds, non-cash proceeds, insurance proceeds, products, replacements, additions, substitutions, renewals and accessions of the Rents and Profits or any part described in Division I hereof, and all replacements, modifications, renewals and substitutions thereof or therefor, reserving to Mortgagor only the right and license to collect and use the same in accordance with the Master Indenture as long as no Event of Default (as hereinafter defined) exists; and (ii) any and all right, title, and interest of Mortgagor arising from any rejection under the United States Bankruptcy Code of any lease or sublease of any part of the Land (with or without Improvements);

## DIVISION III

All of the machinery, equipment, furniture, spare parts, inventory and other personal property, including all present and future attachments and accessories thereto and replacements thereof, all as defined in Article 9 of the Uniform Commercial Code, as amended, of Illinois owned by the Mortgagor and located on the Mortgaged Land or used or useful in connection with the Mortgaged Land wherever such machinery, equipment, furniture, spare parts, inventory and other personal property is located (the "Machinery and Equipment");

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## DIVISION IV

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the property described in Divisions I or II or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including without limitation any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including without limitation severance and consequential damage, and any award for change of grade of streets (collectively, "Condemnation Awards"); and

## DIVISION V

Any and all other property of every kind and nature from time to time hereafter owned by the Mortgagor, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Mortgagor or by anyone on its behalf to the Master Trustee, together with all proceeds, including without limitation insurance proceeds with respect to anything referred to in Division I through IV hereof;

Subject, however, to Permitted Encumbrances, as defined in the Master Indenture;

To Have and To Hold all and singular, the Mortgaged Property, whether now owned or hereafter acquired, unto the Master Trustee, its successors and assigns forever; provided, however, that this Mortgage is upon the express condition that if (i) the Mortgagor shall pay or cause to be paid all indebtedness secured hereby and the Master Indenture is defeased in accordance with Article VIII thereof, (ii) the Series 2008 Obligations are no longer "outstanding" within the meaning of such term as defined in the Master Indenture or (iii) the holders of the Series 2008 Obligations consent thereto in writing and the Mortgagor or the Obligated Group shall keep, perform and observe all and singular the covenants and promises in the Obligations, in the Master Indenture and in this Mortgage expressed to be kept, performed and observed by the Mortgagor or the Obligated Group, then this Mortgage and the rights hereby granted shall cease, determine and be void, otherwise to remain in full force and effect.

The Mortgagor and the Master Trustee hereby further covenant and agree as follows:

## ARTICLE I

### DEFINITIONS

In addition to the words and terms elsewhere defined in this Mortgage, the following words and terms as used in this Mortgage shall have the following meanings unless the context or use indicates another or different meaning or intent:

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“*Closing Date*” means August 26, 2008.

“*Collateral*” has the meaning set forth in Section 3.20.

“*Condemnation Awards*” has the meaning set forth in Division IV of the Granting Clauses.

“*Event of Default*” has the meaning set forth in Section 4.1.

“*Hazardous Materials*” has the meaning set forth in Article II(c).

“*Indebtedness secured hereby*” means the Obligations and the other amounts payable under the Master Indenture and this Mortgage.

“*Land*” means the real estate described in *Exhibit A* hereto.

“*Leases*” has the meaning set forth in Division II of the Granting Clauses.

“*Loan Agreement*” means the Loan Agreement dated as of August 15, 2008 between the Corporation and the Illinois Finance Authority.

“*Machinery and Equipment*” has the meaning set forth in Division III of the Granting Clauses.

“*Master Trustee*” means Wells Fargo Bank, N.A., a national banking association duly established and existing under and by virtue of the laws of the United States, as master trustee.

“*Mortgage*” means this Mortgage and Security Agreement, as supplemented and amended from time to time.

“*Mortgaged Land*” has the meaning set forth in Division I of the Granting Clauses.

“*Mortgaged Property*” means the property described in Divisions I, II, III, IV and V of the Granting Clauses.

“*Obligations*” has the meaning set forth in the preliminary statement of this Mortgage.

“*Released Property*” has the meaning set forth in Section 5.2(b)(A).

“*Series 2008 Bonds*” means, collectively, the \$23,950,000 Illinois Finance Authority Revenue Bonds, Series 2008A (Norwegian American Hospital Inc.).

“*State*” means the State of Illinois.

“*Substituted Property*” has the meaning set forth in Section 5.2(b)(A).

“*Tax and Insurance Deposits*” has the meaning set forth in Section 3.9.



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“*Taxes*” has the meaning set forth in Section 3.7.

“*Uniform Commercial Code*” means the Illinois Uniform Commercial Code, 810 ILCS 5/1-101 *et seq.*

The other terms used in this Mortgage shall have the same meanings as set forth in the Master Indenture. All accounting terms not otherwise defined in the Master Indenture or herein shall have the meanings assigned to them in accordance with GAAP.

All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Mortgage as a whole and not to any particular Article, Section or other subdivision unless the context indicates otherwise.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

The Mortgagor makes the following representations and warranties as the basis for its covenants herein:

(a) It is a not for profit corporation duly incorporated under the laws of the State, is in good standing and duly authorized to conduct its business in the State, is duly authorized and has full power under the laws of the State and all other applicable provisions of law and its articles of incorporation and bylaws to create, issue, enter into, execute and deliver this Mortgage, and all action on its part necessary for the valid execution and delivery of this Mortgage has been duly and effectively taken.

(b) The execution and delivery of this Mortgage, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing, or result in the creation or imposition of any Lien, charge or encumbrance of any nature upon any of its Property except for Permitted Encumbrances. The Mortgagor has good and marketable fee simple title to the Land and is the lawful owner and is now lawfully seized and possessed of the Mortgaged Property (other than that not presently in existence), free and clear of all Liens whatsoever except Permitted Encumbrances. The Mortgagor has full power and lawful authority to mortgage and grant a security interest in the Mortgaged Property to the Master Trustee and will preserve, warrant and defend the same unto the Master Trustee against the claims of all persons and parties. This Mortgage constitutes (i) a valid first mortgage lien upon the Land, including the fixtures, subject only to Permitted Encumbrances, (ii) a security interest in the Machinery and Equipment, which security interest is (a) perfected to the extent the same may be perfected by filing under the Uniform Commercial Code and (b) prior to any other security interest in such Machinery and Equipment, subject only to Permitted Encumbrances, and (iii) a legal, valid and binding

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obligation of the Mortgagor, enforceable in accordance with its terms. The easements, rights-of-way, liens, encumbrances, covenants, conditions, restrictions, exceptions, minor defects, irregularities of title and encroachments on adjoining real estate which are Permitted Encumbrances, if any, now existing with respect to the Land do not and will not materially adversely affect the value of the Facilities or the Property currently affected thereby, or materially impair or materially interfere with the operation and usefulness thereof for the purpose for which they were acquired or are held by the Mortgagor.

(c) Except in accordance with applicable law, neither the Mortgagor, nor to the best of the Mortgagor's knowledge, any lessee nor any previous owner, tenant, occupant or user of the Mortgaged Property, has used, generated, released, discharged, stored or disposed of, or is using, generating, releasing, discharging, storing or disposing of, any Hazardous Materials (as defined below) on, under or in the Mortgaged Property, or has transported, or is transporting, any Hazardous Materials to or from the Mortgaged Property and no Hazardous Materials are present on the Mortgaged Property. The Mortgagor shall not, except in accordance with applicable law, cause, suffer to exist or permit the presence, use, generation, release, discharge, storage or disposal of any Hazardous Materials on, under or in, or the transportation of any Hazardous Materials to or from, the Mortgaged Property. The term "Hazardous Materials" shall include any flammable materials, explosives, radioactive materials, hazardous materials, petroleum, asbestos, polychlorinated biphenyls, hazardous waste hazardous or toxic substances or related materials described in the Clean Water Act, 33 U.S.C. §1251 *et seq.* (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §1371), or described in the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903), the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.* (42 U.S.C. §9601), the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.* (15 U.S.C. §2605), or under any other applicable federal, state or local environmental law, ordinance, rule or regulation.

(d) The Mortgaged Property and its intended use substantially and materially comply with applicable laws, ordinances, governmental rules and regulations and the terms of any final judgment or order by any federal, State, regional or local governmental agency, including, without limitation, all applicable federal, State and local laws pertaining to air and water quality, hazardous waste, waste disposal, underground storage tanks, and other environmental matters, including, but not limited to, the Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation and Recovery and Comprehensive Environmental Response, Compensation and Liability Acts, and the rules, regulations and ordinances of all applicable federal, State and local agencies and bureaus (collectively, the "Applicable Environmental Regulations"). The Mortgagor covenants that the Mortgaged Property and its use shall at all times substantially and materially comply with all Applicable Environmental Regulations.

(e) Mortgagor represents and warrants that: (i) the proceeds of the Obligations secured by this Mortgage will be used for the purposes specified in 815 ILCS 205/4(1)(a) and that the indebtedness secured hereby constitutes a business loan which comes within the purview of said 816 ILCS 205/4(1)(a); and (ii) the Property does not include agricultural real estate, as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 *et*

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seq. (as amended from time to time, the "Act") or residential real estate, as defined in Section 15-1219 of the Act.

## ARTICLE III

### GENERAL COVENANTS AND AGREEMENTS

*Section 3.1. Master Indenture Covenants.* Each and all of the representations, warranties, terms, provisions, restrictions, covenants and agreements set forth in the Master Indenture, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns, are incorporated herein by reference to the same extent as though each and all of said representations, warranties, terms, provisions, restrictions, covenants and agreements were fully set out herein and as though any amendment or supplement to the Master Indenture were fully set out in an amendment or supplement to this Mortgage; and the Mortgagor hereby covenants and agrees well and truly to abide by, perform and be governed and restricted by each and all of the matters provided for by the Master Indenture and so incorporated herein to the same extent and with the same force and effect as if each and all of said representations, warranties, terms, provisions, restrictions, covenants and agreements so incorporated hereby by reference were set out and repeated herein at length. Without limiting the foregoing, the Mortgagor covenants and agrees to pay all taxes, assessments and governmental charges or levies imposed upon this Mortgage, the Obligations or any other indebtedness secured hereby and such amounts shall constitute so much additional indebtedness secured hereby.

*Section 3.2. Further Assurances; After-Acquired Property.* (a) The Mortgagor will execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such agreements supplemental hereto and all such further acts, deeds, conveyances, mortgages, assignments, instruments, transfers and assurances as the Master Trustee reasonably may require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Master Trustee all and singular the Mortgaged Property as now or hereafter constituted.

(b) All right, title and interest of the Mortgagor in and to all real property, buildings, improvements and/or fixtures as an addition to or in replacement of or in substitution for the Mortgaged Property hereafter constructed or acquired by the Mortgagor and located on the Land, immediately upon such construction or acquisition, and without any further mortgaging, conveyance or assignment, shall become and be part of the Mortgaged Property and shall be subject to the lien and security interest of this Mortgage as fully and completely and with the same effect as though now owned by the Mortgagor, but at any and all times the Mortgagor will execute and deliver to the Master Trustee all such further assurances, mortgages, conveyances or assignments therefor and other instruments with respect thereto as the Master Trustee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien and security interest of this Mortgage. Real property, buildings, improvements and fixtures hereafter constructed or acquired by the Mortgagor shall be deemed to be an addition to the Mortgaged Property and subject to the provisions of this paragraph if they comprise facilities that are functionally related to, and operated on an integrated basis with, the facilities then constituting a part of the Mortgaged Property.

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*Section 3.3. Payment of Principal, Premium, if any, and Interest.* The Mortgagor will duly and punctually pay the principal of, premium, if any, and interest on the Obligations according to the terms thereof.

*Section 3.4. Maintenance of Lien; Recording.* (a) This Mortgage shall create a security interest in the Mortgaged Property to the extent provided herein. Upon recording of this Mortgage in the real property records of the County of Cook, Illinois, this Mortgage shall constitute a duly perfected first mortgage lien, subject only to any Permitted Encumbrances that are of record.

(b) The Mortgagor will, at its own expense, take all necessary action to maintain and preserve the lien and security interest of this Mortgage as a first priority lien and security interest, subject only to Permitted Encumbrances, so long as the Obligations are outstanding.

(c) The Mortgagor will, forthwith after the execution and delivery of this Mortgage and thereafter from time to time, cause this Mortgage and the Master Indenture (including any amendments thereto and supplements thereof) and any financing statements in respect thereof to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and fully to perfect and protect the lien and security interest hereof upon, and the title of the Mortgaged Property, and from time to time will perform or cause to be performed any other act as provided by law and will execute or cause to be executed any and all continuation statements and further instruments that may be requested by the Master Trustee for such publication, perfection and protection. Except to the extent it is exempt therefrom, the Mortgagor will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal and State fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage and such instruments of further assurance.

*Section 3.5. Maintenance, Repair, Restoration, Liens.* The Mortgagor shall (a) pay, when due, any indebtedness that may be secured by a lien or charge on the Mortgaged Property (whether senior, of equal priority, or junior to the lien hereof) and, upon request, exhibit to the Master Trustee satisfactory evidence of the discharge of such lien; (b) complete, in accordance with the provisions of the Loan Agreement any building(s) or other improvements now or at any time in the process of erection or rehabilitation upon the Mortgaged Property; (c) comply with all requirements of law, municipal ordinances, and restrictions and covenants of record with respect to the Mortgaged Property or the use thereof; (d) suffer or permit no unlawful use of, or nuisance to exist upon, the Mortgaged Property; and (e) cause the Mortgaged Property to be managed in a competent and professional manner. Notwithstanding the provisions herein, Mortgagor shall have the right to contest any lien pursuant to the provisions of Section 406 of the Master Indenture.

*Section 3.6. Priority of Lien.* It is further made an express condition and covenant hereof, that while this Mortgage is in effect, the lien of this Mortgage shall extend to any and all improvements and fixtures owned by the Mortgagor, now or hereafter on the Mortgaged

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Property, prior to any other lien thereon that may be claimed by any Person, so that subsequently accruing claims for liens on the Mortgaged Property shall be junior to this Mortgage, except for Permitted Encumbrances.

*Section 3.7. Taxes.* The Mortgagor shall pay all general and special taxes, assessments, water charges, sewer charges and other fees and charges of every kind and nature whether or not assessed against the Mortgagor, if applicable to the Mortgaged Property or any interest therein or any obligation or agreement secured hereby (collectively, the "Taxes") in accordance with Section 406 of the Master Indenture and subject to the right to contest same as provided for therein; and the Mortgagor shall, upon written request, furnish to the Master Trustee duplicate receipts therefor.

*Section 3.8. Insurance Coverage.* The Mortgagor, at its own expense will insure, or will cause to be insured, including during any construction and thereafter, all of the buildings and improvements now or hereafter included within the Mortgaged Property, and each and every part and parcel thereof as required by the Master Indenture.

*Section 3.9. Deposits for Taxes and Insurance Premiums.* As long as there is no Event of Default outstanding under this Mortgage or the Master Indenture, or if an Event of Default has occurred but has been cured, the Mortgagor shall pay all taxes and insurance premiums in accordance with the Master Indenture. Upon the occurrence of an Event of Default or upon the occurrence of an event which, but for notice or the passage of time, would constitute an Event of Default of which the Master Trustee has actual knowledge, the Master Trustee may (and, upon the written direction of all Obligation holders, shall), upon five days written notice, require the Mortgagor to deposit with the Master Trustee on the first day of each and every month, commencing with the month following the month required by the Master Trustee, an amount equal to:

(i) If the Mortgaged Property is subject to real estate taxes, one-twelfth (1/12) of the real estate taxes next to become due upon the Mortgaged Property; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subsection (i), will result in a sufficient reserve to pay the Taxes next becoming due one month prior to the date when such real estate taxes are due and payable; plus

(ii) One-twelfth (1/12) of the annual premiums on each policy of insurance upon the Mortgaged Property; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subsection (ii), will result in a sufficient reserve to pay the insurance premiums next becoming due one month prior to the date when such insurance premiums are, in fact, due and payable;

provided that the amount of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon the Master Trustee's reasonable estimate as to the amount of real estate taxes and insurance premiums next to be payable as provided by the Insurance Consultant; and all Tax and Insurance Deposits shall be held by the Master Trustee with an allowance of

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interest thereon, if such interest-bearing accounts are available to the Master Trustee at no additional cost or expense to the Master Trustee. Interest on such deposits, if any, shall be retained by the Master Trustee and applied against future payments for taxes and insurance paid by the Master Trustee.

The Master Trustee shall, out of the Tax and Insurance Deposits, upon the presentation to the Master Trustee by the Mortgagor of the bills therefor, pay the insurance premiums and real estate taxes or shall, upon the presentation of receipted bills therefor, reimburse the Mortgagor for such payments made by the Mortgagor. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the real estate taxes and insurance premiums when the same shall become due, then the Mortgagor shall pay to the Master Trustee on demand any amount necessary to make up the deficiency and such amount shall constitute so much additional indebtedness secured hereby.

In the event of a default in any of the provisions contained herein or in the Obligations, the Master Trustee may, at its option, without being required so to do, apply any Tax and Insurance Deposits on hand in such manner as provided in Section 507 of the Master Indenture. When the indebtedness secured hereby has been fully paid, then any remaining Tax and Insurance Deposits shall be paid to the Mortgagor.

*Section 3.10. Proceeds of Insurance.* In case of loss covered by policies of insurance, the proceeds of any insurance shall be considered Substituted Property and shall be applied as provided in Section 407 of the Master Indenture and Article V hereof.

*Section 3.11. Condemnation.* In case of any award or claim for damages for any of the Mortgaged Property taken or damaged under the power of eminent domain or by condemnation, including any payments made in lieu of or in settlement of a claim, or threat of condemnation, the proceeds of any award or claim shall be considered Substituted Property and shall be applied as provided in Section 411 of the Master Indenture and Article V hereof.

*Section 3.12. Hazardous Materials.* (a) The Mortgagor hereby indemnifies the Master Trustee and the issuers and owners of any Related Bonds or Obligations, including such owners, officers, directors, affiliates, agents or employees ("Bondholder Indemnities"), and agrees to hold the Master Trustee and the Bondholder Indemnities harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, including without limitation reasonable attorneys' fees and expenses incurred or suffered by, or asserted against, the Master Trustee or any Bondholder Indemnities for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission, discharging, or release from, the Mortgaged Property of any Hazardous Materials (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other present or future Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any Hazardous Materials or the protection of the environment), regardless of whether or not caused by, or within the control of, the Mortgagor, unless resulting solely from the negligent acts or

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willful misconduct of the Master Trustee or the Bondholder Indemnities. The provisions of this Section 3.12(a) shall continue after the Obligated Group pays or causes to be paid the Obligations and shall survive the resignation or removal of the Master Trustee.

(b) The Mortgagor shall at all times and in all respects be in substantial and material compliance with all Applicable Environmental Regulations. The Mortgagor's duty of compliance with Applicable Environmental Regulations includes, without limitation, the duty to undertake the following specific actions: (i) the Mortgagor will, at its own expense, procure, maintain in effect, and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required by all Applicable Environmental Regulations, including without limitation, permits required for the discharge of (appropriately treated) Hazardous Materials into the ambient air or any sanitary sewers serving any real property owned or leased by the Mortgagor and (ii) except as discharged into the ambient air or a sanitary sewer in compliance with all Applicable Environmental Regulations, and all Hazardous Materials to be treated and/or disposed of by the Mortgagor will be removed and transported solely by duly licensed transporters to a duly licensed treatment and/or disposal facility for final treatment and/or disposal (except when Applicable Environmental Regulations permit on site treatment or disposal in a sanitary landfill).

*Section 3.13. Stamp Tax.* If, by the laws of the United States of America, or of any state or municipality having jurisdiction over the Mortgagor or the Mortgaged Property, any tax is imposed or becomes due in respect of the issuance of the Obligations, the Mortgagor shall pay such tax in the manner required by such law.

*Section 3.14. Effect of Extensions of Time and Amendments.* If the payment of the indebtedness secured hereby, or any part thereof, be extended or varied, or if any part of the security therefor be released, all Persons now or at any time hereafter liable therefor, or interested in the Mortgaged Property, shall be held to assent to such extension, variation, or release; and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such Persons being expressly reserved by the Master Trustee, notwithstanding any such extension, variation, or release. Any Person, firm, or corporation taking a junior mortgage or other lien upon the Mortgaged Property or any interest therein shall take the said lien subject to the rights of the Master Trustee to amend, modify, and supplement this Mortgage, the Obligations and the Loan Agreement and to extend the maturity of the indebtedness secured hereby, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

*Section 3.15. Master Trustee's Performance of the Mortgagor's Obligation.* When any Event of Default has occurred and is continuing, the Master Trustee, either before or after acceleration of the indebtedness secured hereby or the foreclosure of the lien hereof and during any period of redemption may, but shall not be required to, make any payment or perform any act herein required of the Mortgagor in any form and manner deemed expedient to the Master Trustee; and the Master Trustee may, but shall not be required to, make full or partial payments of principal or interest on any prior encumbrances and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture

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affecting the Mortgaged Property or contest any tax or assessment, and may, but shall not be required to, complete construction, rehabilitation, furnishing, and equipping of the improvements upon the Land and rent, operate and manage the Mortgaged Property and such improvements and pay operating costs and expenses, including without limitation management fees, of every kind and nature in connection therewith, so that the Mortgaged Property and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees and expenses and other monies advanced by the Master Trustee to protect the Mortgaged Property and the lien hereof, or to complete construction, furnishing and equipping or to rent, operate and manage the Mortgaged Property and such improvements or to pay any such operating costs and expenses thereof or to keep the Mortgaged Property and improvements operational and usable for their intended purpose, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice, and with interest thereon at the prime rate of the Master Trustee plus 3% per annum. Inaction of the Master Trustee shall never be considered as a waiver of any right accruing to it on account of any default on the part of the Mortgagor. The Master Trustee, in making any payment hereby authorized (a) relating to Taxes, may do so according to any bill, statement, or estimate, without inquiry into the validity of any Taxes, sale, forfeiture, tax lien, or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, rehabilitation, furnishing or equipping of the improvements or the rental, operation or management of the Mortgaged Property or the payment of operating costs and expenses thereof, may do so in such amounts and to such Persons as the Master Trustee may deem appropriate.

*Section 3.16. Inspection of Mortgaged Property and Records.* The Master Trustee and any Obligation holder shall have the right to inspect the Mortgaged Property and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose.

*Section 3.17. Restrictions on Transfer.* It shall be an Event of Default hereunder if (i) the Mortgagor shall create, effect, consent to or suffer or permit any conveyance, sale, assignment, lease, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Mortgaged Land (but not including the Machinery and Equipment) or any part thereof or interest therein, other than Permitted Encumbrances, transfers to another Member of the Obligated Group subject to the lien of this Mortgage and transfers as permitted by Section 5.2 hereof or (ii) any action is brought to foreclose or enforce any lien or other lien with respect to the Mortgaged Land, provided that the commencement of any such action shall not constitute an Event of Default hereunder so long as the Mortgagor shall contest such action in accordance with Section 406 of the Master Indenture. Notwithstanding anything to the contrary contained herein, the Mortgagor shall not transfer the Mortgaged Land or any portion thereof to any Member of the Obligated Group as permitted by this Section 3.17 unless the Mortgagor provides the Master Trustee with the following: (i) instruments of transfer and other documentation in form and substance satisfactory to the Master Trustee evidencing the transferee's assumption of the obligations and covenants set forth in this Mortgage, (ii) a title insurance policy in form and substance satisfactory to the Master Trustee insuring the interest of



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the Master Trustee in this Mortgage and (iii) an opinion of Counsel to the transferee in form and substance satisfactory to the Master Trustee to the effect that this Mortgage is valid, binding and enforceable against the transferee in accordance with its terms.

*Section 3.18. Mortgagor's Right of Possession.* So long as the Mortgagor is in full compliance with the terms and provisions of this Mortgage and the Obligated Group is in full compliance with the terms and provisions of the Master Indenture, the Mortgagor shall be suffered and permitted to possess, use and enjoy the properties and appurtenances constituting the Mortgaged Property.

*Section 3.19. Machinery and Equipment.* The Mortgagor shall furnish the Master Trustee with the annual financial statements delivered pursuant to Section 414 of the Master Indenture, and from time to time at the Master Trustee's reasonable request written statements and schedules further identifying and describing the Machinery and Equipment in such detail as the Master Trustee may reasonably require.

The Mortgagor shall only transfer any assets constituting Machinery and Equipment in accordance with the asset transfer tests of Section 417 of the Master Indenture and in accordance with the provisions of Section 9.03 of the Tax Exemption Agreements dated August 27, 2008 among the Mortgagor, the Authority and Wells Fargo Bank, N.A., as bond trustee.

*Section 3.20. Illinois Uniform Commercial Code.* This Mortgage constitutes a security agreement under the Uniform Commercial Code of Illinois with respect to any part of the Mortgaged Property which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (all for the purposes of this Section 3.20 called "Collateral"); all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Mortgaged Property; and the following provisions of this Section 3.20 shall not limit the generality or applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) The Mortgagor (being the "debtor" as that term is used in the Uniform Commercial Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than Permitted Encumbrances.

(b) The Collateral is to be used by the Mortgagor solely for corporate purposes of the Mortgagor, being installed upon the Mortgaged Property for the Mortgagor's own use or as the equipment and furnishings furnished by the Mortgagor, as landlord, to tenants of the Mortgaged Property.

(c) The Collateral will be kept at the Land comprised within the Mortgaged Property, and will not be removed therefrom except in accordance with Section 3.17 hereof or with the consent of the Master Trustee (being the "secured party" as that term is used in the Uniform Commercial Code) which consent shall not be unreasonably withheld, and the Collateral may be affixed to such real estate but will not be affixed to any other real estate.

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(d) No financing statement covering any of the Collateral or any proceeds thereof is on file in any public office (other than financing statements with respect to Permitted Encumbrances); and the Mortgagor will at its own cost and expense, upon demand, furnish to the Master Trustee such further information, execute and deliver to the Master Trustee such financing statements and other documents in form satisfactory to the Master Trustee, and do all such acts and things as the Master Trustee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the indebtedness secured hereby, subject to no liens, charges or encumbrances other than Permitted Encumbrances. The Mortgagor will at its own cost and expense pay the cost of filing or recording such financing statements or other documents and this instrument in all public offices wherever filing or recording is deemed by the Master Trustee to be necessary or desirable.

(e) Mortgagor authorizes Master Trustee and its agents to file one or more initial financing statements and/or amendments thereto in such jurisdictions as Master Trustee may desire covering the Collateral and all products and proceeds thereof, and Mortgagor ratifies, confirms, authenticates and authorizes any such financing statements and/or amendments heretofore filed. Mortgagor represents, warrants and covenants that its legal name and jurisdiction of organization set forth in the first paragraph of this Mortgage are true and correct in all respects, and that it shall not change its name, legal structure or jurisdiction of organization during the term of this Mortgage without the prior written consent of the Master Trustee.

(f) Upon any Event of Default hereunder and the continuance thereof, the Master Trustee at its option may, and if any Obligations have been accelerated, the Master Trustee shall promptly, declare the indebtedness secured hereby immediately due and payable, all as more fully described in Article IV hereof, and thereupon the Master Trustee shall have the remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, with or without judicial process, enter without breach of the peace upon any place that the Collateral or any part thereof may be situated and remove the same therefrom (provided that if Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code); and the Master Trustee shall be entitled to hold, maintain, preserve, and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral. The Master Trustee, without removal, may render the Collateral unusable and dispose of the Collateral on the Mortgaged Property. The Master Trustee may require the Mortgagor to assemble the Collateral and make it available to the Master Trustee for its possession at a place to be designated by the Master Trustee. The Master Trustee will give the Mortgagor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by first class mail, postage prepaid, to the address of the Mortgagor shown in this Mortgage or in the Master Trustee's records at least ten (10) days before the time of the sale or other disposition. The Master Trustee may buy at any public sale, and if the Collateral is of a

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type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, the Master Trustee may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the real estate comprised within the Mortgaged Property, the Collateral and real estate to be sold as one lot if the Master Trustee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like and reasonable attorney's fees and legal expenses incurred by the Master Trustee, shall be applied against the indebtedness secured hereby. The Master Trustee will dispose of any surplus realized upon such disposition in accordance with the provisions of Section 507 and 801 of the Master Indenture.

(g) The remedies of the Master Trustee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code shall not be construed as a waiver of any of the other remedies of the Master Trustee, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the indebtedness secured hereby remains unsatisfied.

(h) The terms and provisions contained in this Section 3.20 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Uniform Commercial Code.

(i) This Mortgage is intended to be a financing statement within the purview of the Uniform Commercial Code with respect to the Collateral and the goods described at the beginning of this Mortgage, which goods are or are to become fixtures relating to the Mortgaged Property. The addresses of the Mortgagor (Debtor) and the Master Trustee (Secured Party) are set forth in Section 6.3 hereof. This Mortgage is to be filed for record with the Recorder of Cook County, Illinois where the Mortgaged Property is located.

*Section 3.21. Assignment of Leases, Rents, and Contracts.* The Mortgagor hereby bargains, sells, transfers, assigns, conveys, and delivers to the Master Trustee all of the Mortgagor's right, title, and interest in all Rents and Profits of the Mortgaged Property, as further security for the payment of the indebtedness secured hereby. This assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to the Mortgagor in writing that an Event of Default or an event that with notice or passage of time or both might become an Event of Default has occurred under the terms and conditions of this Mortgage (a "Notice"), the Mortgagor may receive, collect and enjoy the Rents and Profits accruing from the Mortgaged Property.

If any Event of Default or event that with notice or passage of time or both might become an Event of Default occurs hereunder, at its option, the Master Trustee may after service of a Notice, receive and collect all such Rents and Profits as they become due, from the Mortgaged Property and under any and all leases of all or any part of the Mortgaged Property ("Leases"). The Master Trustee shall thereafter continue to receive and collect all such Rents and Profits, as long as such default(s) shall exist, and during the pendency of any foreclosure proceedings.

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From and after the service of a Notice, the Master Trustee is hereby vested with full power to use all measures, legal and equitable, it may deem necessary or proper to enforce this assignment and to collect the Rents and Profits assigned hereunder, including the right of the Master Trustee or its designee to enter upon the Mortgaged Property, or any part thereof, with or without process of law, take possession (to the extent permitted by law) of all or any part of the Mortgaged Property and all personal property, fixtures, documents, books, records, papers, and accounts of the Mortgagor relating thereto, and exclude the Mortgagor and its agents and servants wholly therefrom. The Mortgagor hereby grants full power and authority to the Master Trustee to exercise all rights, privileges, and powers herein granted at any and all times after service of a Notice, without further notice to the Mortgagor, with full power to use and apply all of the Rents and Profits and other income herein assigned to the payment of the costs of managing and operating the Mortgaged Property and of the indebtedness secured hereby. The Master Trustee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of the Mortgagor in the leases. This assignment shall not operate to place responsibility for the control, care, management, or repair of the Mortgaged Property, or parts thereof, upon the Master Trustee, nor shall it operate to make the Master Trustee liable for the performance of any of the terms and conditions of any of the leases, for any waste of the Mortgaged Property by any lessee under any of the leases or any other person, for any dangerous or defective condition of the Mortgaged Property, or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss, injury, or death to any lessee, licensee, employee, or stranger.

The assignment under this Section is given as a primary pledge and assignment of the rights described herein and such assignment shall not be deemed secondary to the security interest and mortgage granted by the Mortgagor in the Mortgaged Property. The Master Trustee shall have the right to exercise any rights under this Section before, together with, or after exercising any other rights under this Mortgage. Nothing herein shall be deemed to obligate the Master Trustee to perform or discharge any obligation, duty, or liability of the Mortgagor under this assignment, and the Mortgagor shall and does hereby indemnify and hold the Master Trustee and any issuer of Related Bonds harmless from any and all cost (including without limitation reasonable attorneys' fees and legal expenses), liability, loss, or damage which the Master Trustee or any issuer of Related Bonds may or might incur by reason of this assignment; and any and all such cost, liability, loss, or damage incurred by the Master Trustee or any issuer of Related Bonds, including reasonable attorney's fees and expenses incurred by the Master Trustee or any issuer of Related Bonds in the defense of any claims or demands therefor (whether successful or not), shall be so much additional indebtedness secured hereby, and the Mortgagor shall reimburse the Master Trustee and any issuer of Related Bonds therefor on demand, together with interest at the prime rate of the Master Trustee plus 3% per annum.

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## ARTICLE IV

### DEFAULTS AND REMEDIES THEREFOR

*Section 4.1. Event of Default Defined.* The Mortgagor acknowledges and agrees that each and all of the terms and provisions of Article V of the Master Indenture have been and are incorporated into this Mortgage by reference to the same extent as though fully set out herein and that the term "Event of Default" wherever used in this Mortgage shall mean (i) an Event of Default as defined in Article V of the Master Indenture, (ii) the failure of the Mortgagor to comply with any covenant, agreement or warranty contained in this Mortgage within 60 days after the Master Trustee shall have given written notice thereof to the Mortgagor and the Obligated Group Agent, provided that, if such default cannot with due diligence and dispatch be wholly cured within 60 days but can be wholly cured, it shall be cured within the time specified in Section 502(b) of the Master Indenture or (iii) the abandonment of the Mortgaged Property or any portion thereof by the Mortgagor for three consecutive days.

*Section 4.2. Remedies.* When any Event of Default has occurred and is continuing, the Master Trustee may, in addition to the remedies hereinafter described, exercise any one or more or all, and in any order, of the remedies set forth in Article V of the Master Indenture, including without limitation the remedies provided therein with respect to real property; it being expressly understood that no remedy herein or in the Master Indenture conferred is intended to be exclusive of any other remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute.

*Section 4.3. Possession by the Master Trustee.* When any Event of Default has occurred and is continuing, the Master Trustee shall, if applicable law permits, have the right to enter into and upon the Mortgaged Property and take possession thereof or to appoint an agent or trustee for the collection of the rents, issues and profits of the Mortgaged Property.

*Section 4.4. Foreclosure.* When any Event of Default has occurred and is continuing, the Master Trustee shall have the right to foreclose the lien hereof for the indebtedness secured hereby or any part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness secured hereby in the judgment of foreclosure, all costs and expenses that may be paid or incurred by or on behalf of the Master Trustee or any issuer of Related Bonds for reasonable attorneys' 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 judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, environmental studies and similar data and assurance with respect to title or property, as the Master Trustee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such judgment, the true conditions of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature mentioned in this Section, and such other expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including without limitation the reasonable fees and expenses of any attorney employed by the Master Trustee or any issuer of Related Bonds in any litigation or

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proceedings affecting this Mortgage, the Obligations or the Mortgaged Property, including probate, bankruptcy and appellate proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional indebtedness secured hereby and shall be immediately due and payable by the Mortgagor.

Notwithstanding anything contained herein to the contrary, upon the occurrence and continuance of an Event of Default, before taking any foreclosure action or any action which may subject the Master Trustee to liability under any Applicable Environmental Regulations, the Master Trustee may require that a satisfactory indemnity bond, indemnity or environmental impairment insurance be furnished for the payment or reimbursement of all expenses to which it may be put and to protect it against all liability resulting from any claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability) and expenses which may result from such foreclosure or other action.

*Section 4.5. Receiver.* Upon, or at any time after, the acceleration of any series of Obligations or the filing of a complaint to foreclose this Mortgage, a court of competent jurisdiction may, upon the application of the Master Trustee, appoint a receiver (at the Mortgagor's expense) of the Mortgaged Property. Such appointment may be made either before or after sale, without regard to solvency or insolvency of the Mortgagor at the time of application for such receiver, and without regard to the then value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not; and the Master Trustee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Mortgaged Property during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Mortgaged Property in his hands in payment in whole or in part of: (a) the indebtedness secured hereby or the indebtedness secured by a judgment foreclosing this Mortgage, or any tax, special assessment, or other lien that may be or become superior to the lien hereof or of such judgment, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

*Section 4.6. Application of Moneys.* The proceeds of any right given or action taken under the provisions of this Article by the Master Trustee shall be distributed and applied as provided in Section 507 of the Master Indenture.

*Section 4.7. Insurance Upon Foreclosure.* In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the buildings or improvements as herein provided, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the event of foreclosure sale, the Master Trustee is hereby authorized, without the consent of the Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as

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the Master Trustee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to the Mortgagor for prepaid premiums thereon.

*Section 4.8. Rights Cumulative.* Each right, power, and remedy herein conferred upon the Master Trustee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to the Master Trustee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of the Master Trustee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

*Section 4.9. Successors and Assigns.* This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagor and its successors and permitted assigns (including, without limitation, each and every record owner from time to time of the Mortgaged Property or any other Person having an interest therein), and shall inure to the benefit of the Master Trustee and its successors and assigns.

*Section 4.10. Waiver of Redemption, Reinstatement, Extension, Appraisal, Stay, Laws.* To the extent permitted by law, the Mortgagor will not during the continuance of any Event of Default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage; nor 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 herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor before or after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by the State to redeem the property so sold or any part thereof; and the Mortgagor hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Master Trustee, 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 through or under the Mortgagor waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. In the event of any sale made under or by virtue of this Mortgage, the whole of the Mortgaged Property may be sold in one parcel as an entirety or in separate parcels at the same or different times, all as the Master Trustee may determine. The Mortgagor waives the right of redemption and, to the extent permitted by law, the right of reinstatement, under the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 (the "Mortgage Act").

*Section 4.11. Compliance with Illinois Foreclosure Law.*

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(a) In the event any provision of this Mortgage shall be inconsistent with any provision of the Mortgage Act, the provisions of the Mortgage Act shall take precedence over the provisions of this Mortgage, but shall not render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Mortgage Act.

(b) If any provision of this Mortgage shall grant to the Master Trustee any rights or remedies upon an Event of Default by the Mortgagor which are more limited than the rights that would otherwise be vested in the Master Trustee under the Mortgage Act in the absence of such provision, the Master Trustee shall be vested with the rights granted in the Mortgage Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by the Master Trustee to the extent reimbursable under the Mortgage Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the indebtedness secured hereby and included in the judgment of foreclosure.



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## ARTICLE V

### **SUPPLEMENTS AND AMENDMENTS TO THIS MORTGAGE; RELEASE AND SUBSTITUTION OF MORTGAGED LAND**

*Section 5.1. Supplements and Amendments to this Mortgage.* Subject to the limitations set forth in the next succeeding paragraph with respect to this paragraph, the Mortgagor and the Master Trustee may, without the consent of, or notice to, any of the Obligation holders, amend or supplement this Mortgage for any one or more of the following purposes: (a) to cure any ambiguity or defective provision in or omission from this Mortgage in such manner as is not inconsistent with and does not impair the security of this Mortgage or adversely affect the holder of any Obligation; (b) to grant to or confer upon the Master Trustee for the benefit of the Obligation holders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Obligation holders and the Master Trustee, or either of them, to add to the covenants of this Mortgage for the benefit of the Obligation holders or to surrender any right or power conferred under this Mortgage upon the Mortgagor; (c) to assign and pledge under this Mortgage any additional revenues, properties or collateral; (d) to evidence the succession of another corporation to the agreements of the Mortgagor or the Master Trustee, or the successor of either thereof, under this Mortgage; (e) to permit the qualification of this Mortgage under the Trust Indenture Act of 1939, as then amended, or under any similar federal statute hereafter in effect or permit the qualification of any Obligations for sale under the securities laws of any state of the United States; (f) to provide for the refunding or advance refunding of any Obligation; (g) to provide for the issuance of Additional Obligations; (h) to reflect the addition to or withdrawal of a Member from the Obligated Group; (i) to provide for the issuance of Obligations with original issue discount, provided such issuance would not materially adversely affect the holders of Outstanding Obligations; (j) to permit an Obligation to be secured by security which is not extended to all Obligation holders; (k) to permit the issuance of Obligations which are not in the form of a promissory note; and (l) to make any other change which, in the opinion of the Master Trustee, does not materially adversely affect the holders of any of the Obligations, including without limitation any modification, amendment or supplement to this Mortgage or any Supplemental Mortgage in such a manner as to establish or maintain exemption of interest on any Related Bonds under a Related Bond Indenture from federal income taxation under applicable provisions of the Code.

The Mortgagor and the Master Trustee, with the consent of the holders of a majority in aggregate principal amount of the Obligations, shall have the right, from time to time, anything contained in the Master Indenture or this Mortgage to the contrary notwithstanding, to consent to and approve the execution by the Mortgagor and the Master Trustee of such Supplemental Mortgages as shall be deemed necessary and desirable by the Mortgagor for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Mortgage or in any Supplemental Mortgage, provided that no such amendment or supplement shall: (a) cause this Mortgage to not be a Permitted Encumbrance; or (b) modify the rights, duties or immunities of the Master Trustee, without the written consent of the Master Trustee. For purposes of obtaining the foregoing consents, unless the Bond Trustee elects to the contrary, the Bond Trustee shall be deemed the holder of the Series 2008 Obligation.

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If the Bond Trustee so elects, the holders of the Series 2008 Bonds will be considered as holders of the corresponding principal amount of the Series 2008 Obligation.

*Section 5.2. Conditions for Release.* So long as no Event of Default shall have occurred and be continuing under this Mortgage or under the Master Indenture, the Master Trustee shall release:

(a) Machinery and Equipment in accordance with Section 3.19 hereof;

(b) Mortgaged Land upon a receipt by the Master Trustee of a certificate of the Corporation indicating that (i) no event of default (or any event which with the passage of time or the giving of notice would constitute such an event of default) has occurred and is continuing hereunder or under the Master Indenture, (ii) the Mortgaged Property to be released consists exclusively of unimproved real estate and (iii) the fair market value of the Mortgaged Property to be released, together with the fair market value of all other Mortgaged Property released pursuant to this clause (b) during the preceding twelve months, is not greater than \$500,000, or the proceeds of the sale of such Mortgaged Property in excess of \$500,000 will be used to redeem Related Bonds:

(c) Mortgaged Land upon receipt by the Master Trustee of the written consent to the release of the Released Property (as defined below) by the holders of the Series 2008 Obligations or upon receipt by the Master Trustee of the following:

(A) A Written Request of the Mortgagor for such release, describing the Mortgaged Land to be released (referred to in this Article V as the "Released Property") and the property to be substituted for the Released Property pursuant to the terms hereof which may include cash (referred to in this Article V as the "Substituted Property");

(B) A certificate of the Mortgagor to the Master Trustee demonstrating compliance with the Master Indenture, as amended and supplemented, certifying that the release of the Released Property and all transactions related thereto will not result in an Event of Default under the Master Indenture, as amended and supplemented, or the occurrence of any event which with notice or the passage of time or both could become such an Event of Default and certifying:

1. The disposition to be made of the Released Property and the consideration (which may include cash) to be received for the Released Property and the fair market value of consideration (other than money);

2. The fair market value of the Released Property and of the Substituted Property other than cash and the amount of cash included in the Substituted Property pursuant to the terms hereof;

3. That the disposition of the Released Property and the substitution therefor of the Substituted Property will not materially

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adversely affect the operations of the Mortgagor's health care Facilities or any other Property of the Mortgagor;

4. That the Substituted Property other than cash or investment securities is necessary or useful to the operation of the Mortgagor's health care Facilities;

5. That the fair market value of the Substituted Property other than cash together with cash, if any, included in the Substituted Property is at least equal to the fair market value of the Released Property;

6. That the execution and delivery of the release by the Master Trustee and the subjection of the Substituted Property to the lien of this Mortgage will not result in a default hereunder or under the Master Indenture;

7. That all permits and authorizations of all federal, state and local governmental bodies and agencies have been granted to effect such disposition or that no such permits or authorizations are required; and

8. No default or Event of Default shall exist and be continuing hereunder and no event shall have occurred which would become an Event of Default upon the giving of notice and/or passage of time.

(C) An appraisal of the fair market value of the Released Property by a member of the American Institute of Real Estate Appraisers (an "MAI Appraiser") if the Released Property is real property, or by another expert acceptable to the Master Trustee if the Released Property is not real property; provided, however, that no such appraisal shall be required for the release of Released Property with an aggregate value of \$1,000,000 or less;

(D) An appraisal of the fair market value of the Substituted Property (other than cash) by an MAI Appraiser if the Substituted Property is real property, or by another expert acceptable to the Master Trustee if the Substituted Property is not real property; provided, however, that no such appraisal shall be required for the substitution of Substituted Property with an aggregate value of \$1,000,000 or less;

(E) A supplement to this Mortgage and to the Master Indenture (if necessary) and other documents reasonably requested by, and in form satisfactory to, the Master Trustee necessary to subject the Substituted Property to the lien of this Mortgage and, if the Substituted Property is real property, an endorsement to the existing ALTA mortgage loan policy or an additional mortgagee's loan insurance policy, evidencing that the Substituted Property is subject to the lien of this Mortgage subject only to Permitted Encumbrances;

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(F) If the fair market value of the Released Property when added to the fair market value of other Property released pursuant to the provisions of this Article V within the same 12-month period is in excess of \$500,000, a certificate of a Consultant acceptable to the Master Trustee to the effect set forth in paragraph (b)(B)(3) of this Section 5.2; and

(G) An opinion addressed to the Master Trustee from Independent Counsel satisfactory to the Master Trustee to the effect that:

1. The release of the Property requested by the Mortgagor is authorized hereunder;

2. The Substituted Property is subject to the lien of this Mortgage subject only to Permitted Encumbrances;

3. The execution and delivery of the requested release and the acceptance of the Substituted Property will not violate any provisions of this Mortgage or of the Master Indenture; all necessary action required to be taken by the Mortgagor and the Master Trustee to effect the release of the Released Property and the conveyance of the Substituted Property has been taken;

4. The supplemental amendment hereto, the supplemental indenture to the Master Indenture, if required, and all other documents required to effect the release of the Released Property and substitution therefor of the Substituted Property have been duly authorized, executed and delivered and are binding upon the parties executing and delivering the same in accordance with their respective terms (subject to customary exceptions for laws affecting creditors' rights and the applicability of equitable principles); and

5. To the knowledge of such Independent Counsel, all permits and authorizations of all federal, State and local governmental bodies and agencies required for such release of Released Property have been granted, or no such permits or authorizations are required; or

The foregoing notwithstanding, upon the occurrence of any of the events described in Subsections (i), (ii) or (iii) of the last paragraph of the Granting Clauses hereof (which commences with "To Have and To Hold"), this Mortgage shall be deemed released and the Master Trustee shall cooperate with the Mortgagor to take any and all action appropriate to evidence such release.

(d) Anything in this Section 5.2 notwithstanding, the Mortgagor shall not transfer any Released Property except upon compliance with the provisions of Section 9.3 of the Tax Exemption Agreements referred to in Section 3.19.

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*Section 5.3. Disposition of Substituted Property.* The Mortgagor agrees that (i) the Master Trustee shall invest any cash delivered to it as Substituted Property in excess of \$500,000 in Qualified Investments pursuant to a Written Request of the Mortgagor, and any such cash and Qualified Investments shall be held by the Master Trustee in a separate trust account for the benefit and security of the outstanding Obligations; (ii) all income from Qualified Investments pursuant to this Section 5.3 shall be added to the funds held pursuant to this Section 5.3; (iii) funds from time to time on deposit with the Master Trustee pursuant to this Section 5.3 shall be used to make up any deficiencies in the amount available to pay when due the principal, interest and redemption premium on any Obligations, and to the extent funds are used to make up such deficiencies, the Mortgagor will make payment directly to the Master Trustee for deposit in such trust account in the amount of any such deficiencies forthwith; (iv) upon conveyance and delivery to the Mortgagor of Substituted Property within three years of the date of initial deposit in such trust account of moneys constituting Substituted Property, and upon compliance with the terms and provisions of Section 5.2 hereof, such moneys may be released in return for other Substituted Property; and (v) at the end of such three-year period or upon Written Request of the Mortgagor and provided that no Event of Default shall have occurred and be continuing under the Master Indenture or this Mortgage and no event shall have occurred which would become such an Event of Default upon the giving of notice and/or the passage of time, any funds held by the Master Trustee pursuant to this Section 5.3 shall be applied by the Master Trustee to redeem or purchase Obligations in accordance with Article III of the Master Indenture. Notwithstanding anything to the contrary, any moneys on deposit with the Master Trustee shall be invested in accordance with, and subject to the terms of, the Tax Exemption Agreement or any similar agreement or certificate relating to any Obligations or Related Bonds to the extent applicable. The foregoing notwithstanding, cash in an aggregate amount of less than \$1,000,000 which is delivered as Substituted Property may be delivered to the Mortgagor.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

*Section 6.1. Mortgage for Benefit of Parties Hereto.* Nothing in this Mortgage, express or implied, is intended or shall be construed to confer upon, or to give to, any Person other than the parties hereto and the holders of the Obligations, any right, remedy or claim under or by reason of this Mortgage or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Mortgage contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns and the holders of the Obligations.

*Section 6.2. Severability.* In case any one or more of the provisions contained in this Mortgage or in the Obligations shall be invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

*Section 6.3. Notices.* All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered or mailed by registered or certified mail, postage prepaid, return receipt requested, with proper address as

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indicated below. The Mortgagor and the Master Trustee may, by written notice given by each to the other, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Mortgage. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Illinois Finance Authority:

Illinois Finance Authority  
Two Prudential Plaza  
180 N. Stetson Avenue, Suite 2555  
Chicago, Illinois 60601  
Attention: Executive Director  
Telephone: (312) 861-4445  
Facsimile: (312) 861-4458

To the Mortgagor:

Norwegian American Hospital Inc.  
1044 N. Francisco  
Chicago, Illinois 60622  
Attention: President  
Telephone: (773) 292-8204

To the Master Trustee:

Wells Fargo Bank, N.A.  
230 W. Monroe Street, Suite 2900  
Chicago, Illinois 60606  
Attention: Corporate Trust and Escrow Services  
Telephone: (312) 726-2139  
Telecopy: (312) 726-2158

*Section 6.4. Successors and Assigns.* Whenever in this Mortgage any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Mortgage contained by or on behalf of the Mortgagor, or by or on behalf of the Master Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

*Section 6.5. Counterparts.* This Mortgage is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Mortgage is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

*Section 6.6. Governing Law.* It is the intention of the parties hereto that this Mortgage and the rights and obligations of the parties hereunder and the Obligations and the rights and

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obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of the State of Illinois.

*Section 6.7. Immunity of Officers, Employees and Members of the Master Trustee and the Mortgagor.* No recourse shall be had for the payment of the principal of or premium or interest on the Obligations or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Mortgage contained against any past, present or future officer, director, member, employee or agent of the Master Trustee, the Mortgagor or, respectively, of any successor public or private corporation thereto, as such, either directly or through the Master Trustee, the Mortgagor or, respectively, any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Mortgage and the issuance of the Obligations.

*Section 6.8. Conflicts with Master Indenture.* In the event any of the terms or provisions hereof conflict with the Master Indenture, the Master Indenture shall control.

*Section 6.9. Subordination of Property Manager's Lien and Real Estate Broker's Lien.* Any property management agreement for the Mortgaged Property entered into hereafter by Mortgagor with a property manager shall contain a "no lien" provision whereby the property manager waives and releases any and all mechanics' lien rights that the property manager may have pursuant to the Illinois Mechanics Lien Act, 770 ILCS 60/1 et seq. Such property management agreement, or a short form thereof, shall, at the Master Trustee's request, be recorded with the Recorder of Deeds of the county where the Mortgaged Property is located. In addition, Mortgagor shall cause the property manager to enter into a subordination of management agreement with the Master Trustee, in recordable form, whereby the property manager subordinates present and future lien rights and those of any party claiming by, through or under the property manager, to the lien of this Mortgage. Any agreement entered into hereafter by Mortgagor with any "broker" (as defined in the Real Estate License Act of 2000, 225 ILCS 454/1 et seq.) that is an affiliate of Mortgagor for the purpose of selling, leasing or otherwise conveying an interest in the Mortgaged Property shall contain a "no lien" provision whereby such broker waives and releases any and all lien rights that such broker or anyone claiming by, through or under such broker may have pursuant to the Commercial Real Estate Broker Lien Act, 770 ILCS 15/1 et seq. The Mortgagor shall cause each such broker to enter into a subordination agreement with the Master Trustee, in recordable form, whereby such broker, on its own behalf and on behalf of any party claiming by, through or under such broker, subordinates present and future lien rights to the lien of this Mortgage.

*Section 6.10. Total Indebtedness Secured.* The total amount of the indebtedness that may be secured hereby may increase or decrease from time to time, but the secured indebtedness at any one time shall not exceed \$300,000,000. It is agreed that any future Obligations issued under the Master Indenture, made at any time from and after the date of this Mortgage, and all interest accruing thereon, shall be equally secured by the Mortgage and shall have the same priority as all Obligations issued as of the date hereof and shall be subject to all of the terms and provisions of this Mortgage. This Mortgage shall be valid and have priority to the extent of the

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secured Obligations over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Property given priority by law.

*Section 6.11. Adjustable Mortgage Loan Provision.* The Obligations which this Mortgage secures include adjustable notes on which the interest rate may be adjusted from time to time in accordance with the terms and provisions set forth in the Obligations.

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IN WITNESS WHEREOF, the Mortgagor and the Master Trustee have caused this Mortgage to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

NORWEGIAN AMERICAN HOSPITAL INC.

By: Michael J. [Signature]  
President and Chief Executive Officer

ATTEST:

By: [Signature]  
Secretary

WELLS FARGO BANK, N.A., as Master Trustee

By: \_\_\_\_\_  
Vice President

ATTEST:

By: \_\_\_\_\_  
Vice President and Assistant Secretary

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IN WITNESS WHEREOF, the Mortgagor and the Master Trustee have caused this Mortgage to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

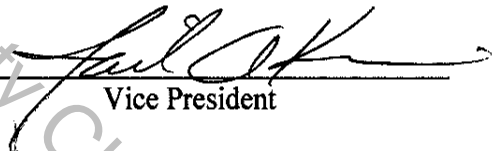
NORWEGIAN AMERICAN HOSPITAL INC.


By: \_\_\_\_\_  
President and Chief Executive Officer

ATTEST:

By: \_\_\_\_\_  
Secretary

WELLS FARGO BANK, N.A., as Master Trustee

By:   
Vice President

ATTEST:   
By: \_\_\_\_\_  
Vice President and Assistant Secretary

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

The foregoing instrument was acknowledged before me this 28th day of August, 2008, by Michael J. O'Grady, Jr., the President and Chief Executive Officer, and Henry Munez, M.D., the Secretary, respectively, of NORWEGIAN AMERICAN HOSPITAL INC., an Illinois not for profit corporation.

By: *Susana Dorantes*  
Notary Public

My commission expires: 12/11/2011



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

The foregoing instrument was acknowledged before me this 28th day of August, 2008, by Gail A. Klewin, a Vice President, and Patricia Martirano, a Vice President and an Assistant Secretary, of WELLS FARGO BANK, N.A., on behalf of the Master Trustee under the Master Indenture.



By: *Kathleen A. White*  
Notary Public

My commission expires: 2-3-2011

Cook County Clerk's Office

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STREET ADDRESS:

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 1 THROUGH 20 AND LOTS 43 AND 47, BOTH INCLUSIVE, IN BLOCK 4 IN CARTER'S RESUBDIVISION OF BLOCKS 1, 3, 4, 5, 7 TO 11, 13 TO 15, BOTH INCLUSIVE, AND LOTS 2, 4 AND 5 IN BLOCK 17 IN CARTER'S SUBDIVISION OF BLOCKS 1 TO 4 AND 7 IN CLIFFORD'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 THROUGH 12, BOTH INCLUSIVE, IN BLOCK 5, TOGETHER WITH THE VACATED ALLEY IN SAID BLOCK 5, IN CARTER'S RESUBDIVISION OF BLOCKS 1, 3, 4, 5, 7 TO 15, BOTH INCLUSIVE, AND LOTS 2, 4 AND 5 IN BLOCK 17 IN CARTER'S SUBDIVISION OF BLOCKS 1 TO 4, BOTH INCLUSIVE, AND 7 IN CLIFFORD'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 THROUGH 12, BOTH INCLUSIVE, IN BLOCK 6, TOGETHER WITH THE VACATED ALLEY IN SAID BLOCK 6, IN HUTCHINSON AND COLTS SUBDIVISION OF BLOCKS 2, 6, 12 AND 16 IN CARTER'S RESUBDIVISION OF BLOCKS 1, 3, 4, 5, 7 TO 15, BOTH INCLUSIVE, AND LOTS 2, 4 AND 5 IN BLOCK 17 IN CARTER'S SUBDIVISION OF BLOCKS 1 TO 4, BOTH INCLUSIVE, AND 7 IN CLIFFORD'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 1/2 OF VACATED FRANCISCO AVENUE LYING EAST OF AND ADJOINING LOTS 1 THROUGH 6 IN SAID BLOCK 6 IN HUTCHINSON AND COLTS SUBDIVISION.

PARCEL 4:

LOTS 1 THROUGH 12, BOTH INCLUSIVE, IN BLOCK 7, TOGETHER WITH THE VACATED ALLEY IN SAID BLOCK 7, IN CARTER'S RESUBDIVISION OF BLOCKS 1, 3, 4, 5, 7 TO 15, BOTH INCLUSIVE, AND LOTS 2, 4 AND 5 IN BLOCK 17 IN CARTER'S SUBDIVISION OF BLOCKS 1 TO 4, BOTH INCLUSIVE, AND 7 IN CLIFFORD'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST 1/2 OF VACATED FRANCISCO AVENUE LYING WEST OF AND ADJOINING LOTS 7 THROUGH 12 IN SAID BLOCK 7 IN CARTER'S RESUBDIVISION.

PARCEL 5:

LOTS 24 THROUGH 30, BOTH INCLUSIVE, IN BLOCK 10 IN CARTER'S RESUBDIVISION OF BLOCKS 1, 3, 4, 5, 7 TO 15, BOTH INCLUSIVE, AND LOTS 2, 4 AND 5 IN BLOCK 17 IN CARTER'S SUBDIVISION OF BLOCKS 1 TO 4, BOTH INCLUSIVE, AND 7 IN CLIFFORD'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 23 THROUGH 30, BOTH INCLUSIVE, AND LOTS 1, 2, 3 AND 4 IN BLOCK 11 IN CARTER'S RESUBDIVISION OF

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BLOCKS 1, 3, 4, 5, 7 TO 15, BOTH INCLUSIVE, AND LOTS 2, 4 AND 5 IN BLOCK 17 IN CARTER'S SUBDIVISION OF BLOCKS 1 TO 4, BOTH INCLUSIVE, AND 7 IN CLIFFORD'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 9 THROUGH 21, BOTH INCLUSIVE, AND LOTS 26 AND 27 IN BLOCK 3 IN CARTER'S RESUBDIVISION OF BLOCKS 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15, AND LOTS 2, 4, AND 5 OF BLOCK 17, ALL IN CARTER'S SUBDIVISION OF BLOCKS 1, 2, 3, 4, AND 7 OF CLIFFORD'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOTS 1 THROUGH 6, BOTH INCLUSIVE, THE NORTH 1/2 OF LOT 7 AND THE NORTH 1/2 OF LOT 26 AND ALL OF LOTS 27 THROUGH 30 BOTH INCLUSIVE, IN BLOCK 12 IN HUTCHINSON AND COLT'S SUBDIVISION OF BLOCKS 2, 6, 12 AND 16 IN CARTER'S SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 7 IN CLIFFORD'S ADDITION TO CHICAGO OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 9:

LOTS 1 THROUGH 10, BOTH INCLUSIVE AND LOT 12 IN BLOCK 8 IN CARTERS RESUBDIVISION OF BLOCKS 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14 AND 15 AND LOTS 2, 4, AND 5 IN BLOCK 17 IN CARTER'S SUBDIVISION OF BLOCKS 1 TO 4 AND 7 IN CLIFFORD'S ADDITION TO CHICAGO OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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## SCHEDULE OF PROPERTY ADDRESSES AND PERMANENT TAX INDEX NUMBERS

Address		PIN
1100	N. Francisco	16-01-302-042-0000
1102	N. Francisco	16-01-302-041-0000
1104	N. Francisco	16-01-302-040-0000
1108	N. Francisco	16-01-302-039-0000
1110	N. Francisco	16-01-302-038-0000
1112	N. Francisco	16-01-302-037-0000
1114	N. Francisco	16-01-302-036-0000
1118	N. Francisco	16-01-302-035-0000
1120	N. Francisco	16-01-302-034-0000
1122	N. Francisco	16-01-302-033-0000
1019	N. Richmond	16-01-310-008-0000
1021	N. Richmond	16-01-310-007-0000
1025	N. Richmond	16-01-310-006-0000
1027	N. Richmond	16-01-310-005-0000
1029	N. Richmond	16-01-310-004-0000
1031	N. Richmond	16-01-310-003-0000
1033	N. Richmond	16-01-310-002-0000
1035	N. Richmond	16-01-310-001-0000
1102	N. Richmond	16-01-301-033-0000
1104	N. Richmond	16-01-301-032-0000
1110	N. Richmond	16-01-301-031-0000
1114	N. Richmond	16-01-301-030-0000
1118	N. Richmond	16-01-301-029-0000
1120	N. Richmond	16-01-301-028-0000
1122	N. Richmond	16-01-301-027-0000
1124	N. Richmond	16-01-301-026-0000
1126	N. Richmond	16-01-301-025-0000
1130	N. Richmond	16-01-301-024-0000
1132	N. Richmond	16-01-301-023-0000
1134	N. Richmond	16-01-301-022-0000
1138	N. Richmond	16-01-301-021-0000
1142	N. Richmond	16-01-301-020-0000
1028	N. Francisco	16-01-310-017-0000
1030	N. Francisco	16-01-310-016-0000
1032	N. Francisco	16-01-310-015-0000
1036	N. Francisco	16-01-310-014-0000
1052	N. Richmond	16-01-305-007-0000
1054	N. Richmond	16-01-305-006-0000
1054	N. Richmond	16-01-305-008-0000
1056	N. Richmond	16-01-305-005-0000
1056	N. Richmond	16-01-305-009-0000
1058	N. Richmond	16-01-305-010-0000
1045	N. Sacramento	16-01-305-004-0000
1051	N. Sacramento	16-01-305-003-0000
1055	N. Sacramento	16-01-305-002-0000
1057	N. Sacramento	16-01-305-001-0000
1044	N. Francisco	16-01-306-006-0000
1057	N. Richmond	16-01-306-001-0000
1059	N. Richmond	16-01-306-002-0000
1061	N. Richmond	16-01-306-003-0000
1063	N. Richmond	16-01-306-004-0000

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	Address	PIN
1065	N. Richmond	16-01-306-005-0000
1121	N. Richmond	16-01-302-019-0000
2933	W Division	16-01-301-006-0000
2935	W Division	16-01-301-004-0000
2937	W Division	16-01-301-005-0000
2939	W Division	16-01-301-003-0000
1101	N. Richmond	16-01-302-025-0000
1103	N. Richmond	16-01-302-024-0000
1107	N. Richmond	16-01-302-023-0000
1031	N. Sacramento	16-01-309-003-0000
1033	N. Sacramento	16-01-309-002-0000
1037	N. Sacramento	16-01-309-001-0000
1103	N. Sacramento	16-01-301-019-0000
1021	N. Francisco	16-01-311-007-0000
1023	N. Francisco	16-01-311-006-0000
1027	N. Francisco	16-01-311-005-0000
1029	N. Francisco	16-01-311-004-0000
1031	N. Francisco	16-01-311-003-0000
1033	N. Francisco	16-01-311-002-0000
1037	N. Francisco	16-01-311-001-0000
1027	N. Sacramento	16-01-309-004-0000
1047	N. Francisco	16-01-307-004-0000
1049	N. Francisco	16-01-307-005-0000
1053	N. Francisco	16-01-307-003-0000
1055	N. Francisco	16-01-307-002-0000
1057	N. Francisco	16-01-307-001-0000
1044	N. Mozart	16-01-307-011-0000
1048	N. Mozart	16-01-307-010-0000
1050	N. Mozart	16-01-307-009-0000
1052	N. Mozart	16-01-307-008-0000
1054	N. Mozart	16-01-307-007-0000
1056	N. Mozart	16-01-307-006-0000
1044	N. California	16-01-308-012-0000
1046	N. California	16-01-308-011-0000
1050	N. California	16-01-308-010-0000
1052	N. California	16-01-308-009-0000
1054	N. California	16-01-308-008-0000
1056	N. California	16-01-308-007-0000
1045	N. Mozart	16-01-308-006-0000
1049	N. Mozart	16-01-308-005-0000
1051	N. Mozart	16-01-308-004-0000
1053	N. Mozart	16-01-308-003-0000
1057	N. Mozart	16-01-308-013-0000
1022	N. Richmond	16-01-309-019-0000
1026	N. Richmond	16-01-309-018-0000
1028	N. Richmond	16-01-309-017-0000
1032	N. Richmond	16-01-309-016-0000
1034	N. Richmond	16-01-309-015-0000
1036	N. Richmond	16-01-309-014-0000
2815	W Thomas	16-01-308-014-0000