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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1102418015

Doc#: 1102418015 **Fee:** \$86.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/24/2011 12:08 PM Pg: 1 of 26

Dail
10070826 HA
Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 16-11-122-006-0000

Address:

Street: 5730 W ROOSEVELT RD

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60644

Lender: JPMORGAN CHASE BANK, N.A.

Borrower: UHS OF HARTGROVE, INC.

Loan / Mortgage Amount: \$7,000,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

Certificate number: A95B8FFE-5173-4AB6-8979-60B95B5F6F97

Execution date: 12/30/2010

NITS # 10333347

Property of Cook County Clerk's Office

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OPEN-END MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FINANCING
STATEMENT, FIXTURE FILING AND SECURITY AGREEMENT

made by

UHS OF HARTGROVE, INC., Mortgagor

to

JPMORGAN CHASE BANK, N.A., as Collateral Agent, Mortgagee

Dated as of December 30, 2010

Address of property: 5730 West Roosevelt Road, Chicago, Illinois

Permanent Index Numbers: 16-11-122-006; 16-11-122-007; 16-11-122-016; 16-11-122-017; 16-11-122-018; 16-11-122-019; 16-11-122-020; 16-11-122-021; 16-11-122-022; 16-11-122-049; 16-11-122-034; 16-11-122-033; 16-11-122-031; 16-11-122-030; 16-11-122-029; 16-11-122-028; 16-11-122-048; 16-11-123-013; 16-11-122-032; 16-11-122-015

Mortgagor's Organizational Identification Number: 60219907

Mortgagor's FEIN: 23-2983574

NOTE TO RECORDER: THIS INSTRUMENT IS TO BE INDEXED AND/OR FILED AS BOTH A MORTGAGE AND AS A FINANCING STATEMENT FILED AS A FIXTURE FILING. THIS DOCUMENT SERVES AS A FIXTURE FILING UNDER THE ILLINOIS UNIFORM COMMERCIAL CODE, CHAPTER 810 ILCS 5/1-101, ET SEQ.

Prepared by:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attn: Christopher Garcia

After recording, return to:

Stewart Title Guaranty Co.
2 N LaSalle Street – Suite 1400
Chicago, IL 60602
File #. 1007 0826

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OPEN-END MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT, FIXTURE FILING AND SECURITY AGREEMENT

THIS OPEN-END MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT, FIXTURE FILING AND SECURITY AGREEMENT, dated as of December 30, 2010 is made by UHS OF HARTGROVE, INC., an Illinois corporation ("**Mortgagor**"), whose address is 367 South Gulph Road, P.O. Box 61558, King of Prussia, PA, 19406-0958, to JPMORGAN CHASE BANK, N.A., as Collateral Agent ("**Mortgagee**", which term shall be deemed to include successors and assigns as Mortgagee under this Mortgage), whose address is 383 Madison Avenue, New York, New York 10179. References to this "**Mortgage**" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this instrument.

Background

A. Mortgagor is the owner of the fee simple estate in the parcel(s) of real property described on Schedule A attached hereto (the "**Land**") and owns, leases or otherwise has the right to use all of the buildings, improvements, structures, and fixtures now or subsequently located on the Land (the "**Improvements**") the Land and the Improvements being collectively referred to as the "**Real Estate**").

B. Pursuant to the Credit Agreement, dated as of November __, 2010 (as the same may be amended, supplemented, restated, replaced, substituted or otherwise modified from time to time, the "**Credit Agreement**"), among Universal Health Services, Inc., a Delaware corporation (the "**Borrower**"), as Borrower, the banks and other financial institutions or entities from time to time parties thereto, as Lenders, JPMorgan Chase Bank, N.A., as Administrative Agent, and the other agents named therein, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein.

C. Borrower is a member of an affiliated group of companies that includes Mortgagor, and Mortgagor has derived or will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement.

D. Mortgagor has executed and delivered this Mortgage pursuant to the requirements of the Credit Agreement in order to secure the Obligations (as hereinafter defined).

E. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. References in this Mortgage to "**Secured Parties**" shall mean the Mortgagee, the Lenders and any Affiliates of the Lenders to which the Obligations are owed (collectively, referred to herein as the "**Credit Agreement Secured Parties**") and the registered holders, from time to time, of Borrower's 6.75% Senior Notes due 2011 and 7.125% Senior Notes due 2016 (the "**Senior Notes**") issued pursuant to the Indenture dated as of January 20, 2000, as supplemented by the Supplemental Indenture dated as of June 20, 2006 (as further amended, supplemented or otherwise modified from time to time, the "**2006 Indenture**") and Bank of New York Mellon Trust Company, N.A. (as successor in interest to Bank One Trust

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Company, N.A.), as trustee (collectively, referred to herein as the “**Note Secured Parties**”). References in this Mortgage to the “**Default Rate**” shall mean the interest rate applicable pursuant to Section 2.14(c) of the Credit Agreement.

Now, therefore, in consideration of the premises, Mortgagor hereby agrees as follows:

Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all (x) obligations and liabilities of the Borrower or Mortgagor which may arise under, out of, or in connection with this Mortgage, the Credit Agreement, the Subsidiary Guarantee Agreement and any other Loan Documents, any Specified Swap Agreement or any Specified Cash Management Agreement to which such Mortgagor is a party (collectively, the “**Credit Obligations**”), or (y) the obligations of the Borrower to the Note Secured Parties which may arise under, out of, or in connection with the 2006 Indenture (collectively, the “**Indenture Obligations**”), in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent (including in its capacity as Collateral Agent) or to the Lenders that are required to be paid by such Mortgagor pursuant to the terms of any of the foregoing agreements) (the Credit Obligations and the Indenture Obligations are, collectively, the “**Obligations**”), MORTGAGOR HAS CONVEYED, GRANTED, BARGAINED, SOLD, ALIENATED, ENFEOFFED, RELEASED, ASSIGNED, TRANSFERRED, MORTGAGED, WARRANTED AND SET OVER AND BY THESE PRESENTS DOES HEREBY CONVEY, GRANT, BARGAIN, SELL, ALIEN, ENFEOFF, RELEASE, ASSIGN, TRANSFER, MORTGAGE, WARRANT AND SET OVER TO MORTGAGEE, AND GRANTS MORTGAGEE, FOR THE RATABLE BENEFIT OF THE SECURED PARTIES, WITH MORTGAGE COVENANTS, A LIEN ON AND SECURITY INTEREST IN:

- (A) all right, title and interest Mortgagor now has or may hereafter acquire in and to the Land and the Improvements;
- (B) all right, title and interest Mortgagor now has or may hereafter acquire in and to the Improvements or any part thereof and all the estate, right, title, claim or demand whatsoever of Mortgagor, in possession or expectancy, in and to the Real Estate or any part thereof;
- (C) all right, title and interest of Mortgagor in, to and under all easements, rights of way, licenses, operating agreements, abutting strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, development rights, air rights, mineral and soil rights, plants, standing and fallen timber, and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

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(D) all of the fixtures (as defined in the Uniform Commercial Code of the State in which the Premises are located (the “**Code**”)), and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to the Real Estate, including but without limiting the generality of the foregoing, all storm doors and windows, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, cleaning systems (including window-cleaning apparatus), sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (D) being referred to as the “**Equipment**”);

(E) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Improvements and the Equipment, subsequently acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite that are being incorporated into the Improvements, and, in each such case without any further Mortgage, conveyance, assignment or other act by Mortgagor;

(F) all right, title and interest of Mortgagor in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Mortgagor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the “**Leases**”), and all rights of Mortgagor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Property (as defined below) (collectively, the “**Rents**”);

(G) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor’s interest in and to all such insurance policies and all proceeds of such insurance policies (including title insurance policies), including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth herein and in the Credit Agreement; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to Mortgagor with respect to the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein,

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subject to the provisions relating to such awards and compensation generally set forth herein and the Credit Agreement;

(H) to the extent assignable, all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements and options relating to the purchase or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate; and

(I) all proceeds, both cash and noncash, of the foregoing subject to the provisions generally set forth herein and the Credit Agreement;

All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (A) through (E) are collectively referred to as the "**Premises**", and those described in the foregoing clauses (A) through (I) are collectively referred to as the "**Property**."

Notwithstanding anything in this Mortgage to the contrary, (i) the collateral hereunder shall not include, (ii) the terms "Premises", "Property" and "Rents" shall not include, and (iii) the Mortgagee shall have no rights under this Mortgage with respect to, any "Receivables" (as such term is defined in the Collateral Agreement).

TO HAVE AND TO HOLD the Property and the rights and privileges hereby granted and conveyed unto Mortgagee, its successors and assigns forever, upon the trust and for the uses and purposes set forth herein,

This Mortgage covers present and future advances and re-advances, in the aggregate amount of the Obligations, made by the Secured Parties for the benefit of Mortgagor, and the lien of such future advances and re-advances shall relate back to the date of this Mortgage

Terms and Conditions

Mortgagor further represents, warrants, covenants and agrees with Mortgagee and the Secured Parties as follows:

1. Warranty. Mortgagor represents and warrants that it has the right to mortgage the Property.
2. [Intentionally Omitted]
3. Requirements. To the extent Mortgagor is otherwise obligated to comply with same, Mortgagor shall comply in all material respects with all covenants, restrictions and

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conditions now or later of record which may be applicable to any of the Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Property by Mortgagor, except where a failure to do so could not reasonably be expected to have a Material Adverse Effect.

4. Payment of Taxes and Other Impositions. (a) Except as may be otherwise provided in the Credit Agreement and subject to Mortgagor's right to contest same, prior to delinquency, Mortgagor shall pay and discharge all material taxes, charges and assessments of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Property, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, vault taxes, and all other public charges even if unforeseen or extraordinary, imposed upon or assessed against, and in each case which may become a lien on any of the Property, together with any penalties or interest on any of the foregoing (all of the foregoing are collectively referred to as the "**Impositions**"), except where (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, and (ii) Mortgagor has set aside on its books adequate reserves with respect thereto in accordance with GAAP. Upon request by Mortgagee, Mortgagor shall deliver to Mortgagee evidence reasonably acceptable to Mortgagee showing the payment of any such Imposition. If by law any Imposition, at Mortgagor's option, may be paid in installments (whether or not interest shall accrue on the unpaid balance of such imposition), Mortgagor may elect to pay such Imposition in such installments and shall be responsible for the payment of such installments with interest, if any.

(b) Subject to the terms of the Credit Agreement, nothing herein shall affect any right or remedy of Mortgagee under this Mortgage or otherwise, without notice or demand to Mortgagor, to pay any Imposition after the date such Imposition shall have become delinquent (unless Mortgagor is in compliance with clause (a) of this Section 2 in connection with such delinquency), and to add to the Obligations the amount so paid, together with interest from the time of payment at the Default Rate. Any sums paid by Mortgagee in discharge of any Impositions shall be (i) a lien on the Premises secured hereby prior to any right or title to, interest in, or claim upon the Premises subordinate to the lien of this Mortgage, and (ii) payable on written demand by Mortgagor to Mortgagee together with interest at the Default Rate as set forth above.

5. Insurance. (a) Subject to the Borrower's standard self insurance policy as permitted by the Credit Agreement, Mortgagor shall maintain, with financially sound and reputable companies, insurance policies (i) insuring the Real Estate against loss by fire, explosion, theft and such other casualties in such amounts as are usually insured against in the same general area by companies engaged in the same or substantially similar business or otherwise as may be reasonably satisfactory to Mortgagee, and (ii) insuring Mortgagor, Mortgagee and the other Secured Parties against liability for personal injury and property damage relating to such Real Estate, such policies to be in such form and amounts and having such coverage as are usually insured against in the same general area by companies engaged in the same or substantially similar business or otherwise as may be reasonably satisfactory to Mortgagee. All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days

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(ten (10) days for non-payment of premiums) after receipt by the Mortgagee of written notice thereof, (ii) name Mortgagee as an additional insured party or loss payee, and (iii) include deductibles consistent with past practice or consistent with industry practice or otherwise reasonably satisfactory to Mortgagee.

(b) Mortgagor promptly shall comply with and conform in all material respects to (i) all provisions of each such insurance policy, and (ii) all requirements of the insurers applicable to Mortgagor or to any of the Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of any of the Property. Mortgagor shall not use or permit the use of the Property in any manner which would permit any insurer to cancel any insurance policy or void coverage required to be maintained by this Mortgage.

(c) If Mortgagor is in default of its obligations to insure or deliver any such prepaid policy or policies, then Mortgagee, at its option upon five (5) days' notice to Mortgagor, may effect such insurance from year to year at rates substantially similar to the rate at which Mortgagor had insured the Premises, and pay the premium or premiums therefor, and Mortgagor shall pay to Mortgagee on demand such premium or premiums so paid by Mortgagee with interest from the time of payment at the Default Rate.

(d) [Intentionally Omitted]

(e) In the event of foreclosure of this Mortgage or other transfer of title to the Property, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee to the extent permitted under the applicable policies.

6. Damage or Destruction. If the Property, or any material part thereof, shall be destroyed or damaged, Mortgagor shall give immediate notice thereof to Mortgagee. All insurance proceeds payable in connection with such destruction or damage shall be applied in the manner set forth in the Credit Agreement.

7. Restrictions on Liens and Encumbrances. Except for the lien of this Mortgage, any lien or encumbrance as permitted by Section 7.3 of the Credit Agreement, Mortgagor shall not further mortgage, nor otherwise encumber the Real Estate nor create or suffer to exist any lien, charge or encumbrance on the Real Estate, or any part thereof, whether superior or subordinate to the lien of this Mortgage and whether recourse or non-recourse.

8. [Intentionally Omitted].

9. Condemnation/Eminent Domain. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property, or any material portion thereof, Mortgagor shall notify Mortgagee of the pendency of such proceedings. All amounts and proceeds payable in connection with any such condemnation shall be applied in the manner set forth in the Credit Agreement.

10. Further Assurances. To the extent permitted under applicable law, and to further assure Mortgagee's rights under this Mortgage, Mortgagor agrees, within fifteen (15) business days after demand of Mortgagee, to do any act or execute any additional documents (including,

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but not limited to, security agreements on any personalty included or to be included in the Property and a separate assignment of each Lease in recordable form) as may be reasonably required by Mortgagee to confirm the lien of this Mortgage and all other rights or benefits conferred on Mortgagee by this Mortgage.

11. Mortgagee's Right to Perform. If Mortgagor fails to perform any of the covenants or agreements of Mortgagor set forth in this Mortgage within the applicable notice and grace period, if any, provided for in the Credit Agreement, then Mortgagee, without waiving or releasing Mortgagor from any obligation or default under this Mortgage, may, at any time (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the Default Rate, shall immediately be due from Mortgagor to Mortgagee. To the extent that any such amounts or costs paid by Mortgagee shall constitute payment of (i) real estate taxes and assessments, (ii) premiums on insurance policies covering the Premises, (iii) expenses incurred in upholding or enforcing the lien of this Mortgage, including, but not limited to, the expenses of any litigation to prosecute or defend the rights and lien created by this Mortgage or (iv) any amount, costs or charge to which Mortgagee becomes subrogated, upon payment, whether under recognized principles of law or equity, or under express statutory authority, then, and in each such event, such amounts or costs, together with interest thereon at the Default Rate, shall (x) be added to the Obligations, (y) be secured by this Mortgage and (z) be a lien on the Property prior to any right, title to, interest in, or claim upon the Property attaching subsequent to the lien of this Mortgage. No payment or advance of money by Mortgagee under this Section shall be deemed or construed to cure Mortgagor's default or waive any right or remedy of Mortgagee. Upon the occurrence and during the continuance of any Event of Default or if Mortgagor fails to make any payment or to do any act as herein provided, Mortgagee may, but without any obligation to do so and without notice to or demand on Mortgagor and without releasing Mortgagor from any obligation hereunder, make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof. Mortgagee is authorized to enter upon the Real Estate for such purposes and, upon the occurrence and during the continuance of any Event of Default, (i) appear in, defend, or bring any action or proceeding to protect its interest in the Real Estate, (ii) foreclose this Mortgage or (iii) collect the Obligations, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest at the Default Rate. All other costs and expenses incurred by Mortgagee in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding (including reasonable attorneys' fees to the extent permitted by law) shall bear interest at the Default Rate, for the period after notice from Mortgagee that such cost or expense was incurred to the date of payment to Mortgagee. All such other costs and expenses incurred by Mortgagee together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Obligations and be secured by this Mortgage and the other Loan Documents and shall be immediately due and payable upon demand by Mortgagee therefor.

12. Remedies.

(a) Upon the occurrence and during the continuance of any Event of Default, in addition to any other rights and remedies Mortgagee may have pursuant to the Loan Documents, or as provided by law, and without limitation, Mortgagee may immediately take such action,

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without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) Mortgagee may, to the extent permitted by applicable law, (A) institute and maintain an action of judicial foreclosure against all or any part of the Property, (B) institute and maintain an action under the Credit Agreement, the Collateral Agreement or any other Loan Document on behalf of the Secured Parties, (C) sell all or part of the Property, or (D) take such other action at law or in equity for the enforcement of this Mortgage or any of the Loan Documents as the law may allow. Mortgagee may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with interest thereon at the Default Rate and all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Interest at the Default Rate shall be due on any judgment obtained by Mortgagee from the date of judgment until actual payment is made of the full amount of the judgment.

(ii) Mortgagee may enter into or upon the Real Estate, either personally or by its agents, nominees or attorneys, and dispossess Mortgagor and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Mortgagor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Mortgagor agrees to surrender possession of the Real Estate and of such books, records and accounts to Mortgagee upon demand, and thereupon Mortgagee may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Real Estate in such manner and form as Mortgagee deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Real Estate; (iv) exercise all rights and powers of Mortgagor with respect to the Property, whether in the name of Mortgagor or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Real Estate and every part thereof; (v) require Mortgagor to vacate and surrender possession of the Real Estate to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise; and (vi) apply the receipts from the Property to the payment of the Obligations, in accordance with Section 5.5 of the Collateral Agreement, after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, other charges, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Mortgagee, its counsel, agents and employees.

(b) In case of Mortgagee's sale or foreclosure sale, the Real Estate and the related personal property may be sold in one parcel or in more than one parcel and Mortgagee is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Property to be held.

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(c) Subject to the terms and provisions of the Credit Agreement and the requirements of applicable law, the proceeds or avails of foreclosure sale and all moneys received by Mortgagee pursuant to any right given or action taken under this Mortgage shall be applied in accordance with the Credit Agreement and Section 5.5 of the Collateral Agreement.

13. Right of Mortgagee to Credit Sale. Upon the occurrence of any sale made under this Mortgage, whether made by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Property or any part thereof. In lieu of paying cash therefor, Mortgagee may make settlement for the purchase price by crediting upon the Obligations or other sums secured by this Mortgage the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage. In such event, this Mortgage, the Credit Agreement, the Collateral Agreement and documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid.

14. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee as a matter of right and without notice to Mortgagor, unless otherwise required by applicable law, provided Mortgagor hereby waives notice if and to the full extent any such requirement may be waived under applicable law, and without regard to the adequacy or inadequacy of the Property or any other collateral as security for the Obligations or the interest of Mortgagor therein and without regard for the solvency of Mortgagor, any guarantor, indemnitor with respect to the Obligations or of any person otherwise liable for the payment of the Obligations, shall have the right to apply to any court having jurisdiction to appoint a receiver trustee, liquidator or conservator of the Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Property unless such receivership is sooner terminated.

15. Extension, Release, etc.

(a) Without affecting the lien or charge of this Mortgage upon any portion of the Property not then or theretofore released as security for the full amount of the Obligations, Mortgagee may, from time to time and without notice, agree to (i) release any person liable for the indebtedness borrowed or guaranteed under the Loan Documents, (ii) extend the maturity or alter any of the terms of the indebtedness borrowed or guaranteed under the Loan Documents or any other guaranty thereof, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed, at any time at Mortgagee's option, any parcel, portion or all of the Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto. If at any time this Mortgage shall secure less than all of the principal amount of the Obligations, it is expressly agreed that any repayments of the principal amount of the Obligations shall not reduce the amount of the lien of this Mortgage until the lien amount shall equal the principal amount of the

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Obligations outstanding. No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Property or upon any other property of Mortgagor shall affect the lien of this Mortgage or any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(b) If Mortgagee shall have the right to foreclose this Mortgage, Mortgagor authorizes Mortgagee at its option to foreclose the lien created by this Mortgage subject to the rights of any tenants of the Property. The failure to make any such tenants parties to or defendant in any such foreclosure proceeding and to foreclose their rights, or to provide notice to such tenants as required in any statutory procedure governing a sale of the Property by Mortgagee, or to terminate such tenant's rights in such sale will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the Obligations or to foreclose the lien created by this Mortgage.

(c) Unless expressly provided otherwise, in the event that Mortgagee's interest in this Mortgage and title to the Property or any estate therein shall become vested in the same person or entity, this Mortgage shall not merge in such title but shall continue as a valid lien on the Property for the amount secured hereby.

16. Security Agreement under Uniform Commercial Code; Fixture Filing.

(a) It is the intention of the parties hereto that this Mortgage shall constitute a "security agreement" within the meaning of the Code. If an Event of Default shall occur and be continuing, then in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option to treat all or any portion of the Property which is personal property as real property and proceed with respect to both the real and personal property constituting the Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). If Mortgagee shall elect to proceed under the Code, then ten (10) days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses. At Mortgagee's request, Mortgagor shall assemble the personal property and make it available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties.

(b) Mortgagor and Mortgagee agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Equipment" are or are to become fixtures (as that term is defined in the Code) on the Real Estate; (ii) this Mortgage shall constitute a financing statement filed as a "fixture filing" within the meaning of Sections 9-334 and 9-502 of the Code covering the fixtures included within the Premises and is to be filed for record in the real estate records of each county where any part of the Premises (including said fixtures) is located; (iii) the real property to which the fixtures relate is described in Schedule A attached hereto; (iv) Mortgagor is the record owner of the Land; (v) the name, type of organization and jurisdiction of organization of the debtor for purposes of this financing statement are the name, type of organization and jurisdiction of organization of Mortgagor set forth in the first paragraph on the first page of this Mortgage, and the name of the secured party for purposes of this financing statement is the name of Mortgagee set forth in the first paragraph on the first page of

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this Mortgage; (vi) Mortgagor's state organizational identification number is set forth in the first paragraph on the first page of this Mortgage; and (vii) the mailing addresses of Mortgagor and Mortgagee are as set forth in the first paragraph on the first page of this Mortgage.

17. Assignment of Rents. Mortgagor hereby assigns to Mortgagee the Rents as further security for the payment and performance of the Obligations, and Mortgagor grants to Mortgagee the right to enter the Property for the purpose of collecting the same and to let the Property or any part thereof, and to apply the Rents on account of the Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Obligations are paid and performed in full, but Mortgagee hereby waives the right to enter the Property for the purpose of collecting the Rents and Mortgagor shall be entitled to collect, receive, use and retain the Rents until the occurrence of and during the continuance of an Event of Default; such right of Mortgagor to collect, receive, use and retain the Rents may be revoked by Mortgagee upon the occurrence of and during the continuance of any Event of Default under this Mortgage by giving not less than five (5) days' written notice of such revocation to Mortgagor; in the event such notice is given, Mortgagor shall pay over to Mortgagee, or to any receiver appointed to collect the Rents, any lease security deposits, and shall pay monthly in advance to Mortgagee, or to any such receiver, the fair and reasonable rental value as determined by Mortgagee for the use and occupancy of the Property or of such part thereof as may be in the possession of Mortgagor or any affiliate of Mortgagor, and upon default in any such payment, Mortgagor and any such affiliate will vacate and surrender the possession of the Property to Mortgagee or to such receiver, and in default thereof, may be evicted by summary proceedings or otherwise.

18. Additional Rights. The holder of any subordinate lien or subordinate Mortgage on the Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Mortgage nor shall Mortgagor consent to any holder of any subordinate lien or subordinate Mortgage joining any tenant under any Lease in any trustee's sale or action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Mortgage, all subordinate lienholders and the trustees and beneficiaries under subordinate deeds of trust are subject to and notified of this provision, and any action taken by any such lienholder or trustee or beneficiary contrary to this provision shall be null and void. Upon the occurrence of and during the continuance of any Event of Default, Mortgagee may, in its sole discretion and without regard to the adequacy of its security under this Mortgage, apply all or any part of any amounts on deposit with Mortgagee under this Mortgage against all or any part of the Obligations in accordance with Section 5.5 of the Collateral Agreement. Any such application shall not be construed to cure or waive any Event of Default or invalidate any act taken by Mortgagee on account of such Event of Default.

19. Notices. All notices, requests and demands to or upon the Mortgagee or the Mortgagor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon Mortgagor shall be addressed to Mortgagor at its address set forth above.

20. Modifications. This Deed of Trust may not be amended, supplemented or otherwise modified except in accordance with the provisions of Section 10.1 of the Credit Agreement. Any agreement made by Mortgagor and Mortgagee after the date of this Mortgage

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relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate Mortgage, lien or encumbrance.

21. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding anything to the contrary contained in this Mortgage or in any provisions of any of the Loan Documents, the obligations of Mortgagor and of any other obligor under the any of the Loan Documents shall be subject to the limitation that Mortgagor shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Mortgagee.

22. Mortgagor's Waiver of Rights. (a) Mortgagor hereby voluntarily and knowingly releases and waives any and all rights to retain possession of the Property during the continuation of an Event of Default and any and all rights of redemption from sale under any order or decree of foreclosure (whether full or partial), pursuant to rights, if any, therein granted, as allowed under any applicable law, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirectly) by, through or under each constituent of Mortgagor and on behalf of each and every person acquiring any interest in the Property subsequent to the date hereof, it being the intent hereof that any and all such rights or redemption of each constituent of Mortgagor and all such other persons are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law or replacement statute. Each constituent of Mortgagor shall not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any right, power, or remedy herein or otherwise granted or delegated to Mortgagor, but shall permit the execution of every such right, power, and remedy as though no such law or laws had been made or enacted.

(b) To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisal before sale of any portion of the Property, (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Property from attachment, levy or sale under execution or exemption from civil process. To the fullest extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law and except as otherwise provided herein or in the other Loan Documents, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of exercise by Mortgagee of the foreclosure rights, power of sale or other rights hereby created.

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23. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Mortgage or under any of the other Loan Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may determine in its absolute discretion. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Subject to the terms and provisions of the Credit Agreement, every power or remedy given by any of the Loan Documents to Mortgagee or to which Mortgagee may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee as the case may be. In no event shall Mortgagee, in the exercise of the remedies provided in this Mortgage (including, without limitation, in connection with the assignment of Rents to Mortgagee, or the appointment of a receiver and the entry of such receiver on to all or any part of the Property), be deemed a "mortgagee in possession," and Mortgagee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

24. Multiple Security. (a) If (i) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (ii) in addition to this Mortgage, Mortgagee shall now or hereafter hold or be the beneficiary of one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) for the Obligations upon other property in the State in which the Premises are located (whether or not such property is owned by Mortgagor or by others) or (iii) both the circumstances described in clauses (i) and (ii) shall be true, then to the fullest extent permitted by law, Mortgagee may, at its election, commence or consolidate in a single trustee's sale or foreclosure action all trustee's sale or foreclosure proceedings against all such collateral securing the Obligations (including the Property), which action may be brought or consolidated in the court of, or sale conducted in, any county in which any of such collateral is located. Mortgagor acknowledges that the right to maintain a consolidated trustee's sale or foreclosure action is a specific inducement to Mortgagee to extend the indebtedness evidenced by the Credit Agreement or any other Loan Document, and Mortgagor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have.

(b) Mortgagor agrees that if Mortgagee shall be prosecuting one or more foreclosure or other proceedings against a portion of the Property or against any collateral other than the Property, which collateral directly or indirectly secures the Obligations, or if Mortgagee shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral (or, in the case of a trustee's sale, shall have met the statutory requirements therefor with respect to such collateral), then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Mortgagee may commence or

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continue any trustee's sale or foreclosure proceedings and exercise its other remedies granted in this Mortgage against all or any part of the Property and Mortgagor waives any objections to the commencement or continuation of a foreclosure of this Mortgage or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to sell the Property in a trustee's sale, to foreclose this Mortgage nor the exercise of any other rights hereunder nor the recovery of any judgment by Mortgagee or the occurrence of any sale by Mortgagee in any such proceedings shall prejudice, limit or preclude Mortgagee's right to commence or continue one or more trustee's sales, foreclosure or other proceedings or obtain a judgment against (or, in the case of a trustee's sale, to meet the statutory requirements for, any such sale of) any other collateral (either in or outside the State in which the Premises are located) which directly or indirectly secures the Obligations, and Mortgagor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Mortgage, and Mortgagor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Mortgage on such basis.

(c) It is expressly understood and agreed that to the fullest extent permitted by law, Mortgagee may, at its election, cause the sale of all collateral which is the subject of a single trustee's sale or foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the Obligations (directly or indirectly) in the most economical and least time-consuming manner.

25. Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of Mortgagee and successors and assigns thereof, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Mortgagee at any time if in the sole discretion of Mortgagee such waiver is deemed advisable. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrancers and tenants of the Property, and shall inure to the benefit of Mortgagee and successors and assigns thereof. The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of Mortgagors shall be joint and several.

26. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor.

27. Governing Law, etc. This Mortgage shall be governed by and construed and interpreted in accordance with the laws of the State in which the Premises are located, and applicable United States Federal Law, except that Mortgagor expressly acknowledges that by

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their respective terms the Credit Agreement and the Collateral Agreement shall be governed and construed in accordance with the laws of the State of New York, and for purposes of consistency, Mortgagor agrees that in any in personam proceeding related to this Mortgage the rights of the parties to this Deed of Trust shall also be governed by and construed in accordance with the laws of the State of New York governing contracts made and to be performed in that state.

28. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor or any subsequent owner or owners of Mortgagor's interest in the Property or any part thereof or interest therein," the word "Mortgagee" shall mean "Mortgagee or any successor 'collateral agent' under the Credit Agreement," the word "person" shall include any individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity, and the words "Property" shall include any portion of the Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Mortgage are for convenience or reference only and in no way limit or amplify the provisions hereof.

29. Last Dollars Secured; Priority. To the extent that this Mortgage secures only a portion of the indebtedness owing or which may become owing by Mortgagor to the Secured Parties, the parties agree that any payments or repayments of such indebtedness shall be and be deemed to be applied first to the portion of the indebtedness that is not secured hereby, it being the parties' intent that the portion of the indebtedness last remaining unpaid shall be secured hereby.

30. Enforcement Expenses; Indemnification. (a) Mortgagor agrees to pay, or reimburse each Secured Party and the Mortgagee for, all its costs and expenses incurred in collecting against Mortgagor or otherwise enforcing or preserving any rights under this Mortgage, including, without limitation, the fees and disbursements of counsel to each Secured Party and of counsel to Mortgagee.

(b) Mortgagor agrees to pay, and to save Mortgagee and the Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Property or in connection with any of the transactions contemplated by this Mortgage.

(c) Mortgagor agrees to pay, and to save Mortgagee and the Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Mortgage to the extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(d) The agreements in this Section shall survive repayment of the Obligations and all other amounts payable.

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31. The Collateral Agent. JPMorgan Chase Bank, N.A. has been appointed collateral agent for the Secured Parties hereunder pursuant to Collateral Agreement, as acknowledged by the Trustee (as such term is defined in the Collateral Agreement). It is expressly understood and agreed by the parties to this Mortgage that any authority conferred upon Mortgagee hereunder is subject to the terms of the delegation of authority made by the Secured Parties to Mortgagee pursuant to the Collateral Agreement, and that Mortgagee has agreed to act (and any successor Mortgagee shall act) as such hereunder only on the express conditions contained in the Credit Agreement. Any successor Collateral Agent appointed pursuant to Credit Agreement shall be entitled to all the rights, interests and benefits of Mortgagee hereunder.

32. Intentionally Omitted

33. Release of Liens. (a) At such time as the Credit Obligations (other than Obligations in respect of Specified Swap Agreements) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, this Mortgage and all obligations (other than those expressly stated to survive such termination) of the Mortgagee and Mortgagor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to the Mortgagor and the lien hereunder shall be released and terminate. At the request and sole expense of the Mortgagor following any such termination, the Mortgagee shall execute and deliver to the Mortgagor such documents as the Mortgagor shall reasonably request to evidence such release and termination.

(b) If the Mortgaged Property shall be sold, transferred or otherwise disposed of by the Mortgagor in a transaction permitted by the Credit Agreement, then the Mortgagee, at the request and sole expense of Mortgagor, shall execute and deliver to the Mortgagor all releases or other documents reasonably necessary or desirable for the release of the Lien created hereby on the Mortgaged Property.

34. Revolving Credit. This Mortgage secures, among other obligations, a revolving line of credit pursuant to the terms and conditions of the Credit Agreement, under the terms of which funds may be advanced, paid back, and re-advanced. The sums advanced pursuant to and in accordance with the terms and conditions of the Credit Agreement after the effective date of this Mortgage shall have the same priority over liens, encumbrances, and other matters as if such advances had been made as of the effective date of this Mortgage.

35. State Specific Provisions.

(a) Conflicts. To the extent of any inconsistency between this Section and the other provisions of this Mortgage, the terms and provisions of this Section shall govern and control.

(b) Proceeds of Indebtedness. The proceeds of the indebtedness secured hereby shall be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligation secured by this Mortgage constitutes (i) a "business loan" as that term is defined in, and for all purposes of, 815 ILCS 205/4 (1)(c), and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(1)(l).

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(c) Amount Secured by Mortgage. This Mortgage secures the payment of the entire indebtedness secured hereby, provided, however that the total amount secured by this Mortgage shall not exceed an amount equal to \$6,900,000,000. The Loans (as defined in the Credit Agreement) have a termination date of November 14, 2016 in accordance with the Credit Agreement, and the Loans bear interest at variable rates determined in accordance with the terms of the Credit Agreement.

(d) Subject to the terms of the Loan Documents, pursuant to the terms of the Collateral Protection Act (815 ILCS 180/1 et seq.), unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by this Mortgage within ten (10) days after Mortgagee's request therefor, Mortgagee may purchase insurance at Mortgagee's expense to protect Mortgagor's interests in the Premises, which insurance may, but need not, protect the interests of Mortgagor. The coverage purchased by Mortgagee may not pay any claim made by Mortgagor or any claim made against Mortgagor in connection with the Premises. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained the insurance as required hereunder. If Mortgagee purchases insurance, the Mortgagor will be responsible for the costs of such insurance, including interest and any other charges imposed in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total obligation secured hereby and shall be secured by the lien of this Mortgage. The costs of such insurance may be greater than the cost of insurance Mortgagor may be able to obtain for itself.

(e) Illinois Mortgage Foreclosure Law. It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "Act"), 735 ILCS 5/15-1101 et seq., and with respect to such Act, Mortgagor agrees and covenants that:

(i) Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference;

(ii) Wherever provision is made in this Mortgage for insurance policies to bear mortgagee clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of the Mortgagee shall continue in the Mortgagee as judgment creditor or mortgagee until confirmation of sale;

(iii) In addition to any provision of this Mortgage authorizing the Mortgagee to take or be placed in possession of the Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in the possession of the Property or at its request to have a receiver

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appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties and provisions set forth in Sections 15-1701 and 15-1703 of the Act;

(iv) Mortgagor acknowledges that the Property does not constitute “agricultural real estate”, as said term is defined in Section 15-1201 of the Act or “residential real estate” as defined in Section 15-1219 of the Act;

(v) Mortgagor hereby voluntarily and knowingly waives its statutory rights to reinstatement and redemption pursuant to 735 ILCS Section 5/15-1601(b);

(vi) All advances, disbursements and expenditures made or incurred by Mortgagee during a foreclosure, and after judgment of foreclosure, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by the Mortgage, or the Loan Documents or by the Act (collectively “Protective Advances”), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act herein below referred to:

(A) all advances by Mortgagee in accordance with the terms of the Mortgage or the Loan Documents to: (i) preserve, maintain, repair, restore or rebuild the improvements upon the Property; (ii) preserve the lien of the Mortgage or the priority thereof; or (iii) enforce the Mortgage, as referred to in Subsection (b) (5) of Section 5/15-1302 of the Act;

(B) payments by Mortgagee of (i) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrances; (ii) real estate taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Property or any part thereof; (iii) other obligations authorized by the Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

(C) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(D) attorneys’ fees and other costs incurred: (i) in connection with the foreclosure of the Mortgage as referred to in Section 5/15-1504(d)(2) and 5/15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of the Mortgage or arising from the interest of the Mortgagee hereunder; or (iii) in preparation for or in connection with the commencement, prosecution or defense of any other action related to the Mortgage or the Property;

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(E) Mortgagee's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearings as referred to in Section 5/15-1508 (b) (1) of the Act;

(F) expenses deductible from proceeds of sale as referred to in Section 5/15-1512 (a) and (b) of the Act; and

(G) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (i) if the Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (ii) if Mortgagor's interest in the Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Property imposed by Section 5/15-1704 (c) (1) of the Act; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments deemed by Mortgagee to be required for the benefit of the Property or required to be made by the owner of the Mortgaged property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (vi) shared or common expense assessments payable to any association or corporation in which the owner of the Property is a member in any way affecting the Property; (vii) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (viii) payments required to be paid by Mortgagor or Mortgagee pursuant to any lease or other agreement for occupancy of the Property; and (ix) if the Mortgage is insured, payment of FHA or private mortgage insurance required to keep such insurance in force;

(vii) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act, the provision of the Act shall take precedence over the provision of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default by Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

(f) Protective Advances. All Protective Advances shall be additional indebtedness secured by this Mortgage, and this Mortgage shall be a lien for all Protective Advances as to

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subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b) (5) of Section 5/15-1302 of the Act.

[Signature page follows]

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IN WITNESS WHEREOF this Mortgage has been duly executed by Mortgagor as of the date first above written.

MORTGAGOR:

UHS OF HARTGROVE, INC., an Illinois corporation

By: 
Name: Steve Filton
Title: Vice President

Property of Cook County Clerk's Office

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STATE OF Pennsylvania)

: ss.:
COUNTY OF Montgomery)

On this 21st day of December in the year 2010 before me,
Caitlin M. Vernot, a Notary Public of said State, duly commissioned and sworn,
personally appeared Steve Filton, personally known to me (or proved to me on the basis of
satisfactory evidence _____) to be the person who executed the within
instrument as Vice President on behalf of the corporation therein and acknowledged to me that
such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed by official seal the
day and year in this certificate first above written.

Caitlin M. Vernot

Notary Public

[Notarial Stamp]

My commission Expires:

11/3/2012

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Caitlin M. Vernot, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Nov. 3, 2012
Member, Pennsylvania Association of Notaries

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Schedule A

Description of Land

PARCEL 1:

Lots 6, 7, 8, 9, 11 and 12 and Lots 20 through 30 and Lots 40 and 41 in Block 12 in Diven's Subdivision of Blocks 12 and 14 in Morton's Subdivision of the East 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois:

PARCEL 2:

Lots 1 to 9, inclusive, in Hogue's Subdivision of Lots 13 to 19 inclusive in Diven's Subdivision of Block 12 in Morton's Subdivision of the East 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Lot 41 in Block 11 in Juliard and Brown's Subdivision of Lots 1, 2 and 3 in Block 11 and Lots 1, 2 and 3 in Block 13 in Morton's Subdivision of the East 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

Lot 10 in Block 12 in Diven's Subdivision of Blocks 12 and 14 in Morton's Subdivision of the East 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 5:

Lots 31 and 32 in Block 12 in Diven's Subdivision of Blocks 12 and 14 in Morton's Subdivision of the East 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.