



Doc#: 1301631070 Fee: \$54.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/16/2013 03:17 PM Pg: 1 of 9

Stewart Title NTS - Chicago
10 S. Riverside Plaza, Suite 1450
Chicago, IL 60606
PH: 312-849-4400
File No: 10070826

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York New York 10017
Attention: Christopher Garcia

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

THIS FIRST AMENDMENT TO OPEN-END MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT, FIXTURE FILING AND SECURITY AGREEMENT (this "Amendment"), is made as of December 31, 2012, by and between UHS OF HARTGROVE, INC., an Illinois corporation (the "Mortgagor"), whose address is 367 South Gulph Road, P.O. Box 61558, King of Prussia, PA, 19406-0958, and JPMORGAN CHASE BANK, N.A., as Collateral Agent (in such capacity, the "Mortgagee"), whose address is 383 Madison Avenue, New York, New York 10179.

WITNESSETH:

WHEREAS, Universal Health Services, Inc., a Delaware corporation, as Borrower (the "Borrower"), the banks and other financial institutions or entities from time to time parties thereto, as lenders (the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent, and other agents named therein are parties to that certain credit agreement dated November 15, 2010 (the "Original Credit Agreement");

WHEREAS, in connection with the Original Credit Agreement, the Mortgagee is the mortgagee under that certain Open-End Mortgage, Assignment of Leases and Rents, Financing Statement, Fixture Filing and Security Agreement, more particularly described on Exhibit A-1 attached hereto (the "Existing Mortgage") encumbering certain real property (the "Land") more particularly described on Exhibit A-2 annexed hereto;

WHEREAS, the Original Credit Agreement has been amended pursuant to the Second Amendment (the "Second Amendment"), dated as of September 21, 2012, among the Borrower, the Lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (the Original Credit Agreement, as amended by the Second Amendment, the "Amended Credit Agreement" as the same may be further amended, modified, waived, restated, substituted or otherwise supplemented from time to time, hereinafter referred to as the "Credit Agreement");

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WHEREAS, pursuant to the terms and conditions of the Amended Credit Agreement, as of the Second Amendment Effective Date, a Tranche A-2 Term Loan in a principal amount not to exceed \$900,000,000 has been made to the Borrower;

WHEREAS, the parties hereto desire to amend the Existing Mortgage as hereinafter set forth in order to give notice of the amendments to the Original Credit Agreement as reflected in the Amended Credit Agreement and to make such other modifications as more fully set forth below; and

WHEREAS, the Existing Mortgage, as amended hereby, remains in full force and effect and the lien and security interest and the priority of such lien and security interest granted thereunder continues (without interruption) thereunder.

NOW, THEREFORE, the Mortgagor hereby makes the following representations and warranties and hereby covenants and agrees with the Mortgagee as follows:

1. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Existing Mortgage, as amended hereby, or the Credit Agreement, as applicable. The definitions of any terms defined in the Existing Mortgage by reference to the terms defined in the "Credit Agreement" shall have the meanings ascribed thereto in the Credit Agreement (as defined in the third WHEREAS clause above).
2. It is hereby acknowledged and agreed that each reference in the Existing Mortgage to the "Credit Agreement" shall mean and be a reference to the Credit Agreement (as defined herein), including any modification changing the amount, the interest rate, the maturity date, or other terms of the Loans or the Obligations.
3. Section 35(c) of the Existing Mortgage is hereby amended by deleting "\$6,900,000,000" on the third (3rd) line thereof and inserting "\$2,500,000,000" in lieu thereof.
4. The parties hereby give notice that the Original Credit Agreement has been amended by the Second Amendment as reflected in the Amended Credit Agreement (including but not limited to the making of a new Tranche A-2 Term Loan).
5. The Mortgagor hereby reaffirms each of the representations, warranties, covenants and agreements of the Mortgagor set forth in the Existing Mortgage with the same force and effect as if each were separately stated herein and made as of the date hereof.
6. Except as specifically modified herein, all of the terms and provisions of the Existing Mortgage and all other documents executed by the parties hereto or binding upon the parties hereto in connection with the Existing Mortgage are ratified and reaffirmed by the parties hereto, and are incorporated herein by reference, the Mortgagor specifically acknowledging the validity and enforceability thereof.
7. The Mortgagor agrees to pay all costs in connection herewith, including, but without limitation, recordation and filing fees, taxes, reasonable attorneys' fees and expenses.

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

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

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

11. Any reference to the/this "Mortgage" in the Existing Mortgage shall be deemed to mean the Existing Mortgage, as modified by this Amendment, and as the same may be further amended, modified, waived, restated, substituted or otherwise supplemented from time to time.

12. The use of the singular shall include the plural when the context requires and vice versa.

13. This Amendment shall be governed by, and construed in accordance with, the laws of the State in which the Land is located.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]

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

Mortgagor:

UHS OF HARTGROVE, INC., an Illinois corporation

By: _____

Name: Steve Filton

Title: Vice President

Mortgagee:

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

By:  _____

Name: Dawn Lee Lum

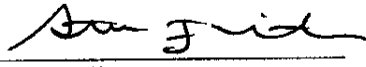
Title: Executive Director

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

Mortgagor:

UHS OF HARTGROVE, INC., an Illinois corporation

By: 
Name: Steve Filton
Title: Vice President

Mortgagee:

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

By: _____
Name: Dawn LeeLum
Title: Executive Director

Property of Cook County Clerk's Office

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STATE OF New York
: ss.:
COUNTY OF New York

On this 14th day of December in the year 2012, before me,
Margarita Torres, a Notary Public of said State, duly commissioned and sworn,
personally appeared Dawn LeeLum, personally known to me (or proved to me on the basis of
satisfactory evidence _____) to be the person who executed the within
instrument as Executive Director on behalf of JPMORGAN CHASE BANK, N.A. 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.

Margarita Torres
Notary Public

[Notarial Stamp]

My commission Expires:

May 1, 2014

MARGARITA TORRES
Notary Public, State of New York
Qualified in Bronx County
No. 01TO6041062
My Commission Expires May 1, 2014

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STATE OF Pennsylvania
: ss.:
COUNTY OF Montgomery

On this 18 day of December in the year 2012, 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 UHS OF HARTGROVE, INC., an Illinois corporation
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:

11/3/2016

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Caitlin M. Vernot, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Nov. 3, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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EXHIBIT A-1

Existing Mortgage

The following security instrument is recorded in the public records of

County: Cook
State: Illinois

Open-End Mortgage, Assignment of Leases and Rents, Financing Statement, Fixture Filing and Security Agreement

Mortgagor: UHS OF HARTGROVE, INC., an Illinois corporation
Mortgagee: JPMORGAN CHASE BANK, N.A., as Collateral Agent
Dated: December 30, 2010
Recorded: January 24, 2011
Document: 1102418015

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EXHIBIT A-2

Legal Description

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.

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