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 RHSP Fee: \$9.00 RPRF Fee: \$1.00
 Karen A. Yarbrough
 Cook County Recorder of Deeds
 Date: 09/25/2014 10:20 AM Pg: 1 of 6

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Jason Felix	651-466-6281
B. E-MAIL CONTACT AT FILER (optional) jason.felix@usbank.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<p>Return to National Corporate Research, Ltd. 10 East 40th Street, 10th Floor New York NY 10016 <i>Attention: Rosita Conde</i></p>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
1003231110 2/1/2010

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes: Debtor or Secured Party of record

AND Check one of these three boxes to:

CHANGE name and/or address: Complete item 6a or 6b and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME		
	INDIVIDUAL'S FIRST PERSONAL NAME		
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

S y
 P le
 S N
 M N
 SS y
 E y
 INT A

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME U.S. Bank National Association, as Master Trustee			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
 Filed with: IL - Cook County Recorder; Debtor: SWEDISH COVENANT HOSPITAL

F#444218
A#628462

UNOFFICIAL COPY**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 1003231110 2/1/2010	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME U.S. Bank National Association, as Master Trustee	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME Swedish Covenant Hospital				
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
 (if Debtor does not have a record interest):

17. Description of real estate:

See Exhibit A

18. MISCELLANEOUS:

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SCHEDULE A TO UCC-1 FINANCING STATEMENT

DEBTORS: Swedish Covenant Hospital ("Debtor")

SECURED PARTY: U.S. Bank National Association, 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 ("Master Trustee") under the Master Trust Indenture dated as of May 15, 1993, and restated as of June 1, 2008, as supplemented and amended by the Supplemental Master Trust Indenture No. 1 dated as of January 15, 2010 (collectively the "Master Trust Indenture") between the Debtors and the Secured Party

DESCRIPTION OF COLLATERAL

All right, title and interest in, to and under any and all of the following described property which has been pledged by Debtors to Secured Party pursuant to the Mortgage and Security Agreement dated as of January 15, 2010, by and between Debtor and Secured Party:

1. 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 and nature whatsoever on the Land or in any building, structure or improvement now standing or hereafter constructed or placed thereon, 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, 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, together with all rents, income, issues and profits therefrom (collectively, the "*Mortgaged Land*").
2. 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 Debtor 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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3. All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Land or Machinery and Equipment 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").

4. Any and all other property of every kind and nature from time to time hereafter owned by the Debtor, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Debtor or by anyone on its behalf to the Secured Party, together with all proceeds, including without limitation insurance proceeds with respect to anything referred to in paragraphs 1 through 4 hereof.

COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1 (COMMONLY KNOWN AS MAIN BUILDING - 5145 N. CALIFORNIA, EAST WING - 2740 W. WINONA, AND NELSON HALL - 2745 W. FOSTER):
 LOTS 9, 10 AND LOT 11 (EXCEPT THE WEST 33 FEET OF SAID LOT 11) (AND EXCEPT THAT PART OF SAID LOTS 9, 10, AND 11 TAKEN FOR ROAD PURPOSES) IN THAT PART OF THE TOWN OF BOWMANVILLE WHICH IS INCLUDED WITHIN THE BOUNDARIES OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TOWN OF BOWMANVILLE BEING A SUBDIVISION BY JESSE B. BOWMAN OF THE EAST HALF OF THE SOUTHEAST QUARTER AND OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 98 OF MAPS, PAGE 20, IN COOK COUNTY, ILLINOIS.

PARCEL 2 (COMMONLY KNOWN AS ANDERSON PAVILION - 2745 W. WINONA AND ANDERSON PAVILION - 2751 W. WINONA):
 LOT 21 (EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR STREET) AND LOT 22 (EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR STREET), ALL IN THE TOWN OF BOWMANVILLE, BEING A SUBDIVISION OF THE EAST HALF AND THE NORTH QUARTER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3 (COMMONLY KNOWN AS HOSPITAL PARKING GARAGE - 5140 N. CALIFORNIA):
 THAT PART OF BLOCK 1 LYING SOUTH OF THE NORTH LINE OF VACATED WEST WINONA STREET, (60 FEET WIDE, AS VACATED BY ORDINANCE RECORDED MARCH 4, 1977 AS DOCUMENT NO. 23839990) IN JACKSON'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 11 AND THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (BEING THE PREMISES PREVIOUSLY CONVEYED BY THE EVANGELICAL COVENANT CHURCH OF AMERICA TO SWEDISH COVENANT HOSPITAL BY DEED RECORDED AS DOCUMENT NO. 24011894), BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF NORTH CALIFORNIA AVENUE (66 FEET WIDE) AND THE NORTH LINE OF WEST CARMEN AVENUE (66 FEET WIDE); THENCE WEST ALONG THE NORTH LINE OF SAID WEST CARMEN AVENUE, A DISTANCE OF 413.00 FEET; THENCE NORTH, 413.00 FEET WEST OF AND PARALLEL WITH SAID WEST LINE OF NORTH CALIFORNIA AVENUE, A DISTANCE OF 199.53 FEET; THENCE WEST, ALONG A LINE 6.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF VACATED WEST WINONA AVENUE, A DISTANCE OF 184.81 FEET; THENCE NORTH, ALONG THE EAST LINE OF NORTH FRANCISCO AVENUE (66 FEET WIDE) AND ITS NORTHWARD EXTENSION, A DISTANCE OF 66.00 FEET; THENCE EAST, ALONG THE NORTH LINE OF VACATED WEST WINONA STREET (60 FEET WIDE), A DISTANCE OF 597.79 FEET; THENCE SOUTH, ALONG THE NORTHWARD EXTENSION OF THE WEST LINE OF SAID NORTH CALIFORNIA AVENUE AND ALONG THE WEST LINE OF SAID NORTH CALIFORNIA AVENUE, A DISTANCE OF 265.14 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS; EXCEPTING THEREFROM, HOWEVER, THE NORTH 6 FEET OF THAT PART OF BLOCK 1 LYING SOUTH OF THE SOUTH LINE OF VACATED WEST WINONA STREET (60 FEET WIDE, AS VACATED BY ORDINANCE RECORDED MARCH 4, 1977 AS DOCUMENT NO. 23839990), EXCEPT THE EAST 413 FEET THEREOF, (BEING THE PREMISES RECONVEYED BY THE DEED FROM SWEDISH COVENANT HOSPITAL TO THE EVANGELICAL COVENANT CHURCH RECORDED MARCH 16, 1984 AS DOCUMENT NO. 27008031) IN JACKSON'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 11 AND THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4 (COMMONLY KNOWN AS GALTER MEDICAL PAVILION AT THE SOUTHWEST CORNER OF FOSTER AND CALIFORNIA):

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THAT PART OF BLOCK 1 LYING NORTH OF THE NORTH LINE OF VACATED WINONA STREET, AFORESAID, EXCEPT (A) THE WEST 284.90 FEET OF THE SOUTH 171 FEET, (B) THOSE PARTS FALLING IN FOSTER AND FRANCISCO AVENUES AND (C) THE WEST 298.12 FEET LYING NORTH OF THE SOUTH 171 FEET) AND (D) THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT A POINT 151.48 FEET NORTH OF THE NORTH LINE OF VACATED WINONA STREET AND 284.90 FEET EAST OF THE WEST LINE OF BLOCK 1 AFORESAID; THENCE NORTH, ALONG THE EAST LINE OF THE WEST 284.90 FEET OF BLOCK 1, A DISTANCE OF 19.52 FEET TO THE NORTH LINE OF THE SOUTH 171.00 FEET NORTH OF THE NORTH LINE OF VACATED WINONA STREET; THENCE EAST, ALONG THE NORTH LINE OF THE SOUTH 171.00 FEET NORTH OF THE NORTH LINE OF VACATED WINONA STREET, A DISTANCE OF 13.23 FEET TO THE EAST LINE OF THE WEST 298.12 FEET OF BLOCK 1; THENCE NORTH, ALONG THE EAST LINE OF THE WEST 298.12 FEET OF BLOCK 1, A DISTANCE OF 161.48 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST FOSTER AVENUE; THENCE EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF WEST FOSTER AVENUE, A DISTANCE OF 27.98 FEET TO THE EAST LINE OF THE WEST 326.12 FEET OF BLOCK 1; THENCE SOUTH, ALONG THE EAST LINE OF THE WEST 326.12 FEET OF BLOCK 1 A DISTANCE OF 85.02 FEET TO THE NORTH LINE OF THE SOUTH 247.48 FEET NORTH OF THE NORTH LINE OF VACATED WINONA STREET; THENCE EAST, ALONG THE NORTH LINE OF THE SOUTH 247.48 FEET NORTH OF THE NORTH LINE OF VACATED WINONA STREET; A DISTANCE OF 40.88 FEET TO THE EAST LINE OF THE WEST 367.00 FEET OF BLOCK 1; THENCE SOUTH, ALONG THE EAST LINE OF THE WEST 367.00 FEET OF BLOCK 1 A DISTANCE OF 96.0 FEET TO THE NORTH LINE OF THE SOUTH 151.48 FEET NORTH OF THE NORTH LINE OF VACATED WINONA STREET; THENCE WEST, ALONG THE NORTH LINE OF THE SOUTH 151.48 FEET NORTH OF THE NORTH LINE OF VACATED WINONA STREET, A DISTANCE OF 82.10 FEET TO THE POINT OF BEGINNING AND (E) THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT A POINT 151.48 FEET NORTH OF THE NORTH LINE OF VACATED WINONA STREET AND 284.90 FEET EAST OF THE WEST LINE OF BLOCK 1 AFORESAID; THENCE EAST, ALONG THE NORTH LINE OF THE SOUTH 151.48 FEET OF THE SOUTH 171.00 FEET NORTH OF THE NORTH LINE OF VACATED WINONA STREET, A DISTANCE OF 82.10 FEET TO THE EAST LINE OF THE WEST 367.00 FEET OF BLOCK 1; THENCE SOUTH, ALONG THE EAST LINE OF THE WEST 367.00 FEET OF BLOCK 1, A DISTANCE OF 81.48 FEET TO THE NORTH LINE OF THE SOUTH 70.00 FEET NORTH OF THE NORTH LINE OF VACATED WINONA STREET; THENCE EAST, ALONG THE NORTH LINE OF THE SOUTH 70.00 FEET NORTH OF THE NORTH LINE OF VACATED WINONA STREET, A DISTANCE OF 62.00 FEET TO THE EAST LINE OF THE WEST 429.00 FEET OF BLOCK 1; THENCE SOUTH, ALONG THE EAST LINE OF THE WEST 429.00 FEET OF BLOCK 1, A DISTANCE OF 70.00 FEET TO THE NORTH LINE OF VACATED WINONA STREET; THENCE WEST, ALONG THE NORTH LINE OF VACATED WINONA STREET, A DISTANCE OF 144.10 FEET TO THE EAST LINE OF THE WEST 284.90 FEET OF BLOCK 1; THENCE NORTH, ALONG THE EAST LINE OF THE WEST 284.90 FEET OF BLOCK 1, A DISTANCE OF 151.48 FEET TO THE POINT OF BEGINNING, ALL IN JACKSON'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 11 AND THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOTE: EXCEPTION (D) APPEARS TO OVERLAP A PART OF EXCEPTION (C).

13-12-306-007-009, 012

13-12-400-001

13-12-402-001, 003, 005, 006, 080, 081, 086