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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/04/2015 04:18 PM Pg: 1 of 11

FIRST SUPPLEMENT TO
MORTGAGE AND SECURITY AGREEMENT

By and Between

NORWEGIAN AMERICAN HOSPITAL INC.,
as Mortgagor

and

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

Mortgagee

Dated as of February 4, 2015

This instrument was prepared by
and upon recording return to:

Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603-4080
Attention: Michael J. Mitchell

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FIRST SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT

TABLE OF CONTENTS

(This Table of Contents is not a part of this Mortgage and Security Agreement
and is only for convenience of reference)

SECTION	HEADING	PAGE
ARTICLE I	DEFINITIONS	1
ARTICLE II	REPRESENTATIONS AND WARRANTIES	2
ARTICLE III	AMENDMENT OF THE MORTGAGE	3
Section 3.1.	Description of Land	3
ARTICLE IV	MISCELLANEOUS PROVISIONS	3
Section 4.1.	Mortgage for Benefit of Parties Hereto	3
Section 4.2.	Severability	3
Section 4.3.	Counterparts	3
Section 4.4.	Governing Law	3
Section 4.5.	Ratification of the Mortgage	3

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FIRST SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT

PARTIES

This is a First Supplement to the Mortgage and Security Agreement dated as of February 4, 2015 (the "*First Supplement*"), supplementing and amending the Mortgage and Security Agreement dated as of August 15, 2008 (the "*Original Mortgage*" and, together with this First Supplement, the "*Mortgage*"), executed by Norwegian American Hospital Inc. (the "*Mortgagor*"), as Mortgagor, and Wells Fargo Bank, N.A., as Master Trustee (the "*Master Trustee*") and as Mortgagee, filed September 2, 2008, at 11:08 o'clock, and recorded as document number 0824640005.

PRELIMINARY STATEMENT

WHEREAS, the Mortgagor has heretofore entered into a Master Trust Indenture dated as of August 15, 2008 (the "*Master Indenture*"), between the Mortgagor and the Master Trustee, pursuant to which the Mortgagor may issue evidence of indebtedness or Interest Rate Agreements ("*Obligations*"); and

WHEREAS, to secure Obligations issued from time to time, the Mortgagor has executed and delivered the Original Mortgage, mortgaging certain real property (the "*Mortgaged Land*") and certain other property (together with the Mortgaged Land, the "*Mortgaged Property*") to the Master Trustee; and

WHEREAS, pursuant to Section 5.2 of the Mortgage, the Mortgagor may release Mortgaged Land, so long as the requirements of Section 5.2 of the Mortgage have been complied with; and

WHEREAS, the Mortgagor has complied with the requirements of Section 5.2 of the Mortgage relating to the release of certain of the Mortgaged Land (the "*Released Property*"), including the requirement that certain real property described on *Exhibit B* hereto (the "*Substituted Property*") and certain cash with a fair market value at least equal to the fair market value of the Released Property be substituted for the Released Property; and

NOW, THEREFORE, the Master Trustee and the Mortgagor hereby agree pursuant to this First Supplement, as follows:

ARTICLE I

DEFINITIONS

The terms used in this First Supplement, unless the context requires otherwise, shall have the same meanings as set forth in the Master Indenture or the Mortgage, as the context requires.

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All accounting terms not otherwise defined in the Master Indenture or herein shall have the meanings assigned to them in accordance with generally accepted accounting principles.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

(b) Except in accordance with applicable law, neither the Mortgagor nor any lessee nor, to the best of its knowledge, any previous owner, tenant, occupant or user of the Mortgaged Property used, generated, released, discharged, stored or disposed of, or is using, generating, releasing, discharging, storing or disposing of, any Hazardous Materials on, under or in the Substituted Property, or transported, or is transporting, any Hazardous Materials to or from the Substituted Property and no Hazardous Materials are present on the Mortgaged Property, except in compliance with applicable law. The Mortgagor shall not, except in compliance with applicable law, cause, suffer to exist or permit the presence, use, generation, release, discharge, storage or disposal of any Hazardous Materials on, under or in, or the transportation of any Hazardous Materials to or from, the Substituted Property.

(c) The Mortgaged Property and its intended use substantially and materially comply with applicable laws, ordinances, governmental rules and regulations and the terms of any final judgment or order by any federal, State, regional or local governmental agency, including, without limitation, all Applicable Environmental Regulations.

(d) The contents of all certificates delivered by or on behalf of the Mortgagor in connection with the delivery of this First Supplement are true and correct on and as of the date of such certificates, and are hereby incorporated into this First Supplement as if fully set forth herein.

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ARTICLE III

AMENDMENT OF THE MORTGAGE

Section 3.1. Description of Land. Pursuant to Section 5.2 of the Mortgage, Exhibit A to the Original Mortgage is amended by (i) deleting from such description the parcel of land described in *Exhibit A* to this First Supplement and designated as the “Released Property” and (ii) adding to Exhibit A to the Original Mortgage the description of the parcel of land on *Exhibit B* to this First Supplement, constituting a portion of the Substituted Property.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.1. Mortgage for Benefit of Parties Hereto. Nothing in this First Supplement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto and the holders of the Obligations secured by the Original Mortgage and this First Supplement, any right, remedy or claim under or by reason of the Mortgage or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in the Mortgage contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns and the holders of the Obligations secured by the Mortgage and this First Supplement.

Section 4.2. Severability. In case any one or more of the provisions contained in this First Supplement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 4.3. Counterparts. This First Supplement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this First Supplement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

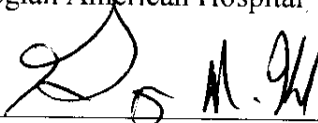
Section 4.4. Governing Law. It is the intention of the parties hereto that this First Supplement and the rights and obligations of the parties hereunder and the Obligations and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of the State of Illinois.

Section 4.5. Ratification of the Mortgage. Except as otherwise amended or modified hereby, the Mortgage is hereby ratified, approved and confirmed in its entirety by this First Supplement.

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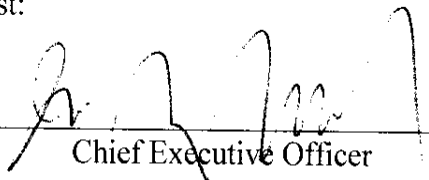
IN WITNESS WHEREOF, the Mortgagor and the Master Trustee have caused this First Supplement to be executed in their respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

Norwegian American Hospital, Inc.

By: 
Chief Financial Officer

(SEAL)

Attest:

By: 
Chief Executive Officer

Wells Fargo Bank, N.A.,
as Master Trustee

By: _____

(SEAL)

Attest:

By: _____

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

Norwegian American Hospital, Inc.

By: _____
Chief Financial Officer

(SEAL)

Attest:

By: _____
Chief Executive Officer

Wells Fargo Bank, N.A.,
as Master Trustee

By: *[Signature]*
Vice President

(SEAL)

Attest:

By: *[Signature]*
Vice President

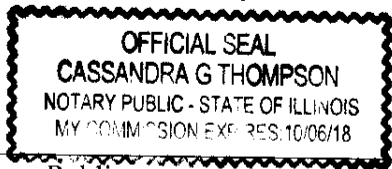
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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, *C. Thompson*, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Gary Krugel and Jose R. Sanchez personally known to be the same persons whose names are, respectively, as Chief Financial Officer and Chief Executive Officer of NORWEGIAN AMERICAN HOSPITAL INC., an Illinois not for profit corporation subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3 day of February, 2015.



 Notary Public

(SEAL)

My Commission Expires:

10/6/2018

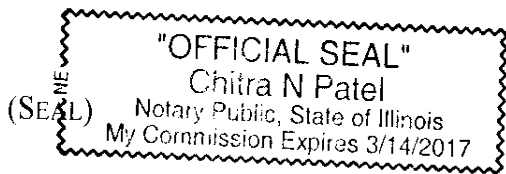
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STATE OF ILLINOIS)
) SS
 COUNTY OF DU PAGE)

I, Chitra Patel, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Sara E, Berghold and Gail Klewin personally known to be the same persons whose names are, respectively, as Vice President and Vice President of WELLS FARGO BANK, N.A., a national banking association, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said national bank, and delivered the said instrument as the free and voluntary act of said national bank and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of February, 2015.

Chitra N. Patel
 Notary Public



My Commission Expires:

3/14/2017

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EXHIBIT A

DESCRIPTION OF RELEASED PROPERTY

The following described parcels of real estate located in the County of Cook, State of Illinois, to wit:

Lots 1 through 12, both inclusive, in Block 5, together with the vacated alley in said Block 5, in Carter's Resubdivision of Blocks 1, 3, 4, 5, 7 to 15, both inclusive;

AND

Lots 2, 4, and 5 in Block 17 in Carter's Subdivision of Blocks 1 to 4, both inclusive, and 7 in Clifford's Addition to Chicago, A subdivision of Part of the East 1/2 of the Southwest 1/4 of Section 1, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address of Property: 1045-1051 N Sacramento, Chicago, IL 60622

PINs: 16-01-305-001 thru 16-01-305-010

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EXHIBIT B

DESCRIPTION OF SUBSTITUTED PROPERTY

The following described parcels of real estate located in the County of Cook, State of Illinois, to wit:

Lot 33 in Block 3 in Carter's Resubdivision of Blocks 1, 3, 4, 5, 7 to 11 and 13 to 15 and Lots 2, 4 and 5 in Block 17 in Carter's Subdivision of Blocks 1 to 4 and 7 in Clifford's Addition to Chicago, said Addition being a Subdivision of the East 1/2 of the South West Quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address of Property: 1135 North Richmond, Chicago, IL 60622

PIN: 16-01-302-013

Property of Cook County Clerk's Office