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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/13/2016 03:30 PM PG: 1 OF 12

SUPPLEMENT NO. 3 TO MORTGAGE AND SECURITY AGREEMENT

by and between

SWEDISH COVENANT HOSPITAL,
Mortgagor,

and

U.S. BANK NATIONAL ASSOCIATION,
as Master Trustee,
Mortgagee

Dated as of December 1, 2016

Amending and Supplementing the Mortgage and Security Agreement
dated as of January 15, 2010, recorded with the Cook County, Illinois Recorder of Deeds
on February 1, 2010, as Document Number 1003231109, as amended by the Supplement No. 1
to Mortgage and Security Agreement dated as of November 1, 2010,
recorded with the Cook County, Illinois Recorder of Deeds
on November 12, 2010, as Document Number 1031610086, and as amended by the Supplement
No. 2 to Mortgage and Security Agreement dated as of June 1, 2011,
recorded with the Cook County, Illinois Recorder of Deeds
on June 28, 2011, as Document Number 1117918074.

FNT 999102544 Dkw 182

This instrument was prepared by
and upon recording return to:

Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603-4080
Attention: Rich Tomei

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SUPPLEMENT NO. 3 TO MORTGAGE AND SECURITY AGREEMENT

THIS SUPPLEMENT NO. 3 TO MORTGAGE AND SECURITY AGREEMENT (this "*Mortgage Supplement*") dated as of December 1, 2016, is by and between Swedish Covenant Hospital, a not for profit corporation duly organized and validly existing under the laws of the State of Illinois (the "*Mortgagor*"), and 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 under the Master Indenture hereinafter referred to (the "*Master Trustee*"), as mortgagee.

W I T N E S S E T H

WHEREAS, the Mortgagor and the Master Trustee have entered into that certain Mortgage and Security Agreement dated as of January 15, 2010 (the "*Original Mortgage*") and recorded on February 1, 2010 as Document No. 1003231109 with the Cook County, Illinois Recorder of Deeds (the "*Recorder*"), a Supplement No. 1 to Mortgage and Security Agreement dated as of November 1, 2010 ("*Mortgage Supplement No. 1*") and recorded on November 12, 2010 as Document No. 1031610086 with the Recorder, and a Supplement No. 2 to Mortgage and Security Agreement dated as of June 1, 2011 ("*Mortgage Supplement No. 2*" and, together with the Original Mortgage, Mortgage Supplement No. 1 and this Mortgage Supplement, and as it may be further supplemented and amended from time to time, the "*Mortgage*") and recorded on June 28, 2011 as Document No. 1117918074 with the Recorder, which Mortgage, among other things, creates a mortgage lien on certain real property described in *Exhibit A* hereto;

WHEREAS, the Mortgagor has entered into a Master Trust Indenture dated as of May 15, 1993 and restated as of June 1, 2008, as supplemented and amended through and including Supplemental Master Trust Indenture No. 13 dated as of December 1, 2016 (collectively, the "*Master Indenture*"), with the Master Trustee. Pursuant to the Master Indenture, the Corporation and each other Person who becomes a member of the obligated group created by the Master Indenture (individually, a "*Member*" and collectively, the "*Members of the Obligated Group*") are authorized to issue Obligations from time to time, including (without limitation) (i) the \$107,725,000 Direct Note Obligation, Series 2016A (Illinois Finance Authority), (ii) the \$27,800,000 Direct Note Obligation, Series 2016B-1 (Illinois Finance Authority) (the "*Series 2016B-1 Obligation*"), (iii) the Direct Note Obligation, Series 2016B-2 (PNC Bank, National Association), (iv) the \$21,400,000 Direct Note Obligation, Series 2016C-1 (Illinois Finance Authority) (the "*Series 2016C-1 Obligation*") and (v) the Direct Note Obligation, Series 2016B-2 (Fifth Third Commercial Funding, Inc.) (the "*Series 2016B-2 Obligation*" and, together with the Series 2016A Obligation, the Series 2016B-1 Obligation, the Series 2016B-2 Obligation and the Series 2016C-1 Obligation, the "*Series 2016 Obligations*" and the Series 2016 Obligations together with any Obligations heretofore or hereafter issued pursuant to the Master Indenture and currently outstanding under the Master Indenture, are referred to herein as the "*Obligations*"), all of which Obligations are hereby incorporated by reference; and

WHEREAS, in connection with the issuance of the Series 2016 Obligations, the Mortgagor desires to amend and supplement the Mortgage pursuant to the terms hereof;

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NOW, THEREFORE, in consideration of the premises, the acceptance of the Obligations by the purchasers thereof and for other good and valuable consideration the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS OF TERMS

In addition to words and terms defined elsewhere in this Mortgage Supplement or in the Original Mortgage, as supplemented and amended by Mortgage Supplement No. 1 and Mortgage Supplement No. 2, the following words and terms shall have the following meanings:

“*Series 2016A Obligation*” means that certain Swedish Covenant Hospital Direct Note Obligation, Series 2016A (Illinois Finance Authority) in the original principal amount of \$107,725,000.

“*Series 2016B-1 Obligation*” means that certain Swedish Covenant Hospital Direct Note Obligation, Series 2016B-1 (Illinois Finance Authority) in the original principal amount of \$27,800,000.

“*Series 2016B-2 Obligation*” means that certain Swedish Covenant Hospital Direct Note Obligation, Series 2016B-2 (PNC Bank, National Association).

“*Series 2016C-1 Obligation*” means that certain Swedish Covenant Hospital Direct Note Obligation, Series 2016C-1 (Illinois Finance Authority) in the original principal amount of \$21,400,000.

“*Series 2016C-2 Obligation*” means that certain Swedish Covenant Hospital Direct Note Obligation, Series 2016C-2 (Fifth Third Commercial Funding, Inc.).

ARTICLE II

DESIGNATED OBLIGATIONS

The Mortgagor hereby acknowledges and agrees that (a) the Mortgage and the lien on the Mortgaged Property secure the Series 2016A Obligation, the Series 2016B-1 Obligation, the Series 2016B-2 Obligations, the Series 2016C-1 Obligation, the Series 2016C-2 Obligation and any Obligations heretofore or hereafter issued pursuant to the Master Indenture and currently outstanding under the Master Indenture and (b) the term “*Obligations*” under the Mortgage includes, without limitation, the Series 2016A Obligation, the Series 2016B-1 Obligation, the Series 2016B-2 Obligations, the Series 2016C-1 Obligation, the Series 2016C-2 Obligation and any Obligations heretofore issued pursuant to the Master Indenture and currently outstanding under the Master Indenture.

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ARTICLE III

MISCELLANEOUS

Section 301. Ratification. In all respects not inconsistent with the terms and provisions of this Mortgage Supplement, the Mortgage is hereby ratified, approved and confirmed.

Section 302. Governing Law. This Mortgage Supplement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

COOK COUNTY
RECORDER OF DEEDS

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

SWEDISH COVENANT HOSPITAL

By: *Atty Jenci*
President and Chief Executive Officer

ATTEST:

By: *Lawrence P. Cal*
Assistant Secretary

U.S. BANK NATIONAL ASSOCIATION,
as Master Trustee

By: _____
Vice President

ATTEST:

By: _____
Assistant Vice President

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

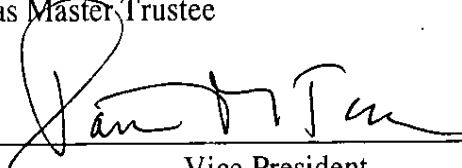
SWEDISH COVENANT HOSPITAL

By: _____
President and Chief Executive Officer

ATTEST:

By: _____
Assistant Secretary

U.S. BANK NATIONAL ASSOCIATION,
as Master Trustee

By:  _____
Vice President

ATTEST:

By:  _____
Vice President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 9th day of December, 2016, by Anthony Guaccio, the President and Chief Executive Officer, and Lawrence P. Anderson, the Assistant Secretary, respectively, of SWEDISH COVENANT HOSPITAL, an Illinois not for profit corporation.

By: Laura D. Weiss
Notary Public

My commission expires: 10-27-17

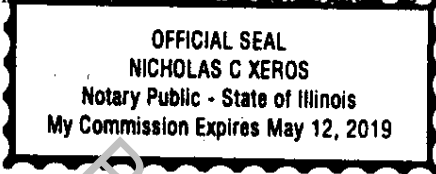


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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 9th day of December, 2016, by Patricia M. Trlak, a Vice President, and Linda Garcia, a Vice President, of U.S. BANK NATIONAL ASSOCIATION, on behalf of the Master Trustee under the Master Indenture.



By: [Signature]
Notary Public

My commission expires: 5/12/2019

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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

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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 6, 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):

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

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STREET; THENCE WEST, 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 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 170.00 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).

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PROPERTY INDEX NUMBERS:

13-12-306-007 = PARCEL 3

13-12-306-008 = PART OF PARCEL 4

13-12-306-009 = PART OF PARCEL 4 AND OTHER PROPERTY

13-12-306-012 = PART OF PARCEL 4 AND OTHER PROPERTY

13-12-400-001 = PARCEL 1

13-12-402-001 = PART OF PARCEL 2

13-12-402-003 = PART OF PARCEL 2

13-12-402-005 = PART OF PARCEL 2

13-12-402-006 = PART OF PARCEL 2

13-12-402-080 = PART OF PARCEL 2

13-12-402-081 = PART OF PARCEL 2

13-12-402-086 = PART OF PARCEL 2

Property Address: 5140 N. California Ave.,
Chicago, IL 60625

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