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SUPPLEMENTAL INDENTURE

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CENTRAL COMMUNITY HOSPITAL

Chicago, Illinois

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TO

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO

and

MARVIN J. KLUGER

Chicago, Illinois

As Trustee

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Dated as of March 1, 1978

[Relating to First Mortgage Bonds, 1978  
Series II--\$6,500,000 dated April 1, 1978]

Foley & Lardner  
Milwaukee, Wisconsin

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Property of Cook County Clerk's Office



3/10/78

SUPPLEMENTAL INDENTURE

THIS SUPPLEMENTAL INDENTURE, dated as of the first day of March, 1978, between CENTRAL COMMUNITY HOSPITAL, a not-for-profit corporation duly organized and existing under and by virtue of the laws of the State of Illinois, having its principal office in Chicago, Illinois (hereinafter sometimes called the "Obligor"), party of the first part, and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association with trust powers duly organized and existing under and by virtue of the laws of the United States of America, having its principal office in Chicago, Illinois (hereinafter sometimes called the "corporate Trustee" or "Trustee"), and MARVIN J. KRUGER, of Chicago, Illinois (hereinafter sometimes called the "Co-Trustee"), as trustees (the "Trustee and the Co-Trustee" being hereinafter sometimes called the "Trustees"), parties of the second part;

W I T N E S S E T H :

WHEREAS, the Obligor has heretofore executed and delivered to the Trustees, an indenture (hereinafter referred to as the "Original Indenture"), dated as of February 1, 1978; whereby the Obligor conveyed and mortgaged to the Trustees and to their successors in trust the "mortgaged property" or "trust estate" as said terms are defined and described in the Original Indenture, which mortgaged property is legally described in Exhibit A hereto, to be held by the Trustees in trust under the terms and subject to the conditions of the Original Indenture as security for the First Mortgage bond (hereinafter called "Bonds") of the Obligor authorized by the provisions of the Original Indenture to be issued thereunder; and

WHEREAS, the Original Indenture was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on February 21, 1978, as Document No. 24333722, and filed in the Office of the Register of Titles of Cook County, Illinois, on February 21, 1978, as Document No. LR3000325, and was recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, on February 23, 1978, as Document No. R78-15146.

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WHEREAS, the Obligor has heretofore issued in accordance with the provisions of the Original Indenture its First Mortgage Bonds, 1978 Series, in the aggregate principal amount of \$10,000,000; and

WHEREAS, Section 1.04(a) of the Original Indenture provides that Bonds of one or more other series may be issued thereunder in an aggregate principal amount not to exceed \$6,500,000, upon the terms and conditions stated in the Original Indenture, and the Obligor is desirous of providing for the issuance under the Original Indenture of an additional series of Bonds to be designated "First Mortgage Bonds, 1978 Series II" (hereinafter referred to as "1978 Series II Bonds"), in the aggregate principal amount of not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000), which said 1978 Series II Bonds shall be in substantially the following forms, to-wit:

(Form of 1978 Series II Coupon Bond)

No. \_\_\_\_\_ \$ \_\_\_\_\_

CENTRAL COMMUNITY HOSPITAL  
Chicago, Illinois

First Mortgage Bond, 1978 Series II

CENTRAL COMMUNITY HOSPITAL, an Illinois not-for-profit corporation, having its principal office in Chicago, Illinois, (hereinafter called the "Obligor"), for value received hereby promises to pay to the bearer, or if this Bond be registered as to principal, then to the registered holder hereof, on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at the principal office of Continental Illinois National Bank and Trust Company of Chicago, in Chicago, Illinois, (hereinafter called the "corporate Trustee"), or its successor, or at the option of the holder, at the agency of the Obligor in West Bend, Wisconsin, or its successor, the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States of America, and to pay interest thereon from the first day of April, 1978, at the rate of \_\_\_\_\_% per annum in like money until the principal hereof becomes due and payable, said interest being payable on November 1, 1978 (when interest from April 1, 1978, shall be paid) and semi-annually thereafter on the first day of each May and November and at maturity at the aforesaid office of the

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corporate Trustee, or its successor, or at the option of the holder, at the aforesaid agency of the Obligor until maturity, the final interest installment to be paid at maturity to include interest accrued from the last preceding semi-annual interest payment date, and to pay interest at the aforesaid rate on overdue principal, premium, if any, and to the extent legally enforceable, on overdue interest. The interest accruing to the date of maturity shall be paid only upon presentation and surrender of the attached coupons for such interest installments as are evidenced thereby, as they severally mature.

This Bond is one of a duly authorized issue of Bonds of the Obligor (herein called "Bonds"), of the series designated on the face hereof, which issue may consist of several series of varying tenors, denominations, rates of interest and dates of issue and maturity, all issued or to be issued under and all equally and ratably secured by a Trust Indenture dated as of February 1, 1978, and a Supplemental Indenture dated as of March 1, 1978 (said Indenture and Supplemental Indenture being herein collectively called the "Indenture"), between the Obligor and Continental Illinois National Bank and Trust Company of Chicago, and Marvin J. Kruger, of Chicago, Illinois, as Trustees (herein collectively called "Trustees"), which Indenture is on file at the aforesaid office of the corporate Trustee, to which Indenture reference is hereby made for a description of the property mortgaged and pledged, the rights, duties and immunities of the Trustees thereunder, the nature and extent of the security and the terms upon which property covered by the Indenture may be released, the rights of the Bondholders or registered holders of the Bonds and of the Trustees in respect thereof, the terms and conditions upon which the Bonds are issued, held and secured, and the manner of redemption of the Bonds before maturity.

No reference herein to the Indenture and no provision of this Bond or of the Indenture shall alter or impair the obligation of the Obligor, which is absolute and unconditional, to pay the principal of and interest on this Bond at the times and places and at the rate and in the coin or currency herein prescribed.

In case of the happening of any event of completed default, as specified in the Indenture, the principal of this Bond and of all other Bonds may be declared or may become due and payable in the manner and with the effect provided in the Indenture.

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Except as herein otherwise expressly provided, with the consent of the Obligor, and of the Trustees, the rights and obligations of the Obligor and of the holders of Bonds and the terms of the Indenture may be modified or amended from time to time by an indenture or indentures supplemental to the Indenture executed pursuant to the consent in writing of holders of at least 66-2/3% in principal amount of the Bonds then outstanding, exclusive of Bonds owned or controlled by the Obligor or by an officer, trustee or director thereof, any consent by the holder of any Bond being conclusive and binding upon such holder and upon all future holders and owners of such Bond (unless effectively revoked during the limited period permitted by the Indenture), irrespective of whether or not any rotation of such consent is made upon such Bond, all in the manner and subject to the limitations set forth in the Indenture, provided that no such modification or amendment shall, without the consent of the holder of any Bond affected thereby, extend the maturity of such Bond, reduce the rate of interest thereon, modify the terms of payment of principal or interest upon such Bond, reduce the percentage of Bonds whose holders must concur in certain actions, or permit the taking of certain other action as more fully set forth in the Indenture.

All or any portion of the Bonds of this series are subject to redemption on the first day of any February, May, August or November, prior to maturity at the option of the Obligor, and Bonds of this series having a stated maturity of February 1, 1993, are also subject to redemption by operation of the Mandatory Redemption Fund, as a whole if of \$500 or \$1,000 denominations or as a whole or in part in multiples of \$1,000 if of a larger denomination, upon the notice and in the manner and with the effect provided in the Indenture, by the payment of the principal amount of each Bond to be redeemed and accrued interest thereon to the date of redemption, plus, in the case of redemptions other than by operation of the Mandatory Redemption Fund, a premium on the principal amount redeemed as follows, and subject to the following terms and conditions:

- (a) Subject to the provisions of paragraph (b), the Obligor may redeem without premium up to \$325,000 aggregate principal amount of Bonds of this series (exclusive of Bonds of this series redeemed pursuant to paragraph (c)) in each

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calendar year (which right shall not be cumulative). Subject to the provisions of paragraph (c) below, the Obligor shall pay upon any excess over the aforesaid amount which is redeemed in any calendar year, a premium of 2% of the principal amount redeemed on or before February 1, 1980; a premium of 1% of the principal amount redeemed after February 1, 1980, and on or before February 1, 1982; and there shall be no premium if the redemption date is after February 1, 1982.

(b) Funds obtained by or made available to the Obligor directly or indirectly through borrowing may not be used for redemption of Bonds of this series on or before February 1, 1982. After February 1, 1982, Bonds of this series may be redeemed without premium with funds from any source.

(c) The Obligor may redeem without premium and without limitation as to principal amount, Bonds of this series, with funds obtained as gifts or donations resulting from any capital fund raising campaign conducted by or on behalf of Obligor.

(d) In the case of redemptions other than by operation of the Mandatory Redemption Fund, the Obligor may select the maturity or maturities from which the Bonds of this series shall be called for redemption. Bonds of this series to be redeemed by operation of the Mandatory Redemption Fund shall be selected by lot by the corporate Trustee from outstanding Bonds of this series with a stated maturity of February 1, 1993.

Upon any call for partial redemption of this Bond the same shall be surrendered to the corporate Trustee for notation hereon of such partial payment or for exchange for one or more new Bonds of authorized denominations of the same series and maturity, in registered or coupon form, for the unpaid portion hereof. Bonds or portions thereof which are called for redemption and for whose payment provision is made in accordance with the Indenture shall cease to be entitled to the lien of the Indenture and shall cease to bear interest from and after the redemption date.

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Unless registered as to principal as herein provided this Bond shall pass by delivery. This Bond may be registered as to principal in the holder's name at the office of the corporate Trustee in Chicago, Illinois, such registration being noted hereon. After such registration no transfer shall be valid unless made by the registered holder in person or by duly authorized attorney and similarly noted hereon, but this Bond may be discharged from such registration by a like transfer to bearer noted hereon, whereupon transferability by delivery shall be restored. Such registration, however, shall not affect the negotiability of the coupons for the interest on this Bond and such coupons shall continue to be payable to bearer and to be transferable by delivery.

Coupon Bonds of the same series and maturity are interchangeable as to denominations and also with fully registered Bonds without coupons in accordance with the terms of the Indenture, and registration, transfer and interchange thereof are subject to payment of charges therefore as provided in the Indenture.

The Obligor and the Trustees and any paying agent may deem and treat the bearer of this Bond, or if this Bond be registered as to principal as herein authorized, then the person in whose name this Bond is registered, as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and for all other purposes except to receive payment of interest represented by outstanding coupons, and may also deem and treat the bearer of any interest coupon appertaining hereto as the absolute owner of such coupon for all purposes, regardless of any notice to the contrary.

Every holder of any of the Bonds and coupons, by the act of becoming such holder, waives and releases all right of recourse to any personal or individual liability, statutory or otherwise, of any past, present or future incorporator, member, officer, trustee or director of the Obligor for the collection of any indebtedness evidenced by this Bond, or for the enforcement of any right or claim under or in connection with this Bond or the Indenture.

Neither this Bond nor any interest coupon appertaining hereto shall become valid or obligatory for any purpose until the corporate Trustee's certificate of authentication hereon shall have been signed by it.

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IN WITNESS WHEREOF, the Obligor has caused this Bond to be executed manually or by facsimile in its corporate name and its corporate seal or a facsimile thereof to be impressed or imprinted hereon and attested manually or by facsimile by its officers thereunto duly authorized, and has caused interest coupons bearing the facsimile signature of its Treasurer to be hereto attached as of the first day of April, 1978.

CENTRAL COMMUNITY HOSPITAL  
Chicago, Illinois

By \_\_\_\_\_  
President

[CORPORATE SEAL]

Attest:

\_\_\_\_\_  
Secretary

(Form of Coupon)

\$ \_\_\_\_\_ Coupon No. \_\_\_\_\_

On \_\_\_\_\_, 19 \_\_\_\_\_, the undersigned will pay to the bearer hereof at the office of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, in Chicago, Illinois, or at the holder's option, at the agency of the undersigned in West Bend, Wisconsin, the amount shown hereon in lawful money of the United States of America, being the interest then due on its First Mortgage Bond, 1978 Series II, No. \_\_\_\_\_, dated April 1, 1978, unless said Bond shall have been called for previous redemption and payment duly provided therefor.

CENTRAL COMMUNITY HOSPITAL  
Chicago, Illinois

By \_\_\_\_\_  
Treasurer

1978 Series II

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(Form of Registration for Coupon Bonds)

Note: No writing below except by authorized agent of the corporate Trustee.

Name of Registered  
Holder

Date of  
Registration

Authorized  
Signature

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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(Form of 1978 Series II Fully Registered Bond)

NO. \_\_\_\_\_ \$ \_\_\_\_\_

CENTRAL COMMUNITY HOSPITAL  
Chicago, Illinois

First Mortgage Bond, 1978 Series II

CENTRAL COMMUNITY HOSPITAL, an Illinois not-for-profit corporation, having its principal office in Chicago, Illinois, (hereinafter called the "Obligor"), for value received hereby promises to pay to \_\_\_\_\_ or registered assigns, on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at the office of Continental Illinois National Bank and Trust Company of Chicago, in Chicago, Illinois (hereinafter called the "corporate Trustee"), or its successor, the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States of America, and to pay interest thereon from \_\_\_\_\_, 19 \_\_\_\_\_, at the rate of \_\_\_\_\_% per annum in like money until the principal hereof becomes due and payable, said interest being payable on the first day of each May and November, commencing November 1, 1978, and at maturity at the aforesaid office of the corporate Trustee, or its successor, until maturity, the final interest installment to be paid at maturity to include interest accrued from the last preceding semi-annual interest payment date, and to pay interest at the aforesaid rate on overdue principal, premium, if any, and to the extent legally enforceable, on overdue interest.

This Bond is one of a duly authorized issue of Bonds of the Obligor (herein called "Bonds"), of the series designated on the face hereof, which issue may consist of several series of varying tenors, denominations, rates of interest and dates of issue and maturity, all issued or to be issued under and all equally and ratably secured by a Trust Indenture, dated as of February 1, 1978, and a Supplemental Indenture dated as of March 1, 1978 (said Indenture and Supplemental Indenture being herein collectively called the "Indenture"), between the Obligor and Continental Illinois National Bank and Trust Company of Chicago, and Marvin J. Kruger of Chicago, Illinois, as Trustees (herein collectively called "Trustees"), which

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Indenture is on file at the aforesaid office of the corporate Trustee, to which Indenture reference is hereby made for a description of the property mortgaged and pledged, the rights, duties and immunities of the Trustees thereunder, the nature and extent of the security and the terms upon which property covered by the Indenture may be released, the rights of the Bondholders or registered holders of the Bonds and of the Trustees in respect thereto, the terms and conditions upon which the Bonds are issued, held and secured, and the manner of redemption of the Bonds before maturity.

No reference herein to the Indenture and no provision of this Bond or of the Indenture shall alter or impair the obligation of the Obligor, which is absolute and unconditional, to pay the principal of and interest on this Bond at the times and places and at the rate and in the coin or currency herein prescribed.

In case of the happening of any event of completed default, as specified in the Indenture, the principal of this Bond and of all other Bonds may be declared or may become due and payable in the manner and with the effect provided in the Indenture.

Except as herein otherwise expressly provided, with the consent of the Obligor and of the Trustees, the rights and obligations of the Obligor and of the holders of the Bonds and the terms of the Indenture may be modified or amended from time to time by an indenture or indentures supplemental to the Indenture executed pursuant to the consent in writing of holders of at least 66-2/3% in principal amount of the Bonds then outstanding, exclusive of Bonds owned or controlled by the Obligor or by an officer, trustee, director or member thereof, any consent by the holder of any Bond being conclusive and binding upon such holder and upon all future holders and owners of such Bond (unless effectively revoked during the limited period permitted by the Indenture), irrespective of whether or not any notation of such consent is made upon such Bond, all in the manner and subject to the limitations set forth in the Indenture, provided that no such modification or amendment shall, without the consent of the holder of any Bond affected thereby, extend the maturity of such Bond, reduce the rate of interest thereon, modify the terms of payment of principal or interest upon such Bond, reduce the percentage of Bonds whose holders must concur in certain actions, or permit the taking of certain other action as more fully set forth in the Indenture.

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All or any portion of the Bonds of this series are subject to redemption on the first day of any February, May, August or November, prior to maturity at the option of the Obligor, and Bonds of this series having a stated maturity of February 1, 1993, are also subject to redemption by operation of the Mandatory Redemption Fund, as a whole if of \$500 or \$1,000 denominations or as a whole or in part in multiples of \$1,000 if of a larger denomination, upon the notice and in the manner and with the effect provided in the Indenture, by the payment of the principal amount of each Bond to be redeemed and accrued interest thereon to the date of redemption, plus, in the case of redemptions other than by operation of the Mandatory Redemption Fund, a premium on the principal amount redeemed as follows, and subject to the following terms and conditions:

(a) Subject to the provisions of paragraph (b), the Obligor may redeem without premium up to \$325,000 aggregate principal amount of Bonds of this series (exclusive of Bonds of this series redeemed pursuant to paragraph (c)) in each calendar year (which right shall not be cumulative). Subject to the provisions of paragraph (c) below, the Obligor shall pay, upon any excess over the aforesaid amount which is redeemed in any calendar year, a premium of 2% of the principal amount redeemed on or before February 1, 1980, a premium of 1% of the principal amount redeemed after February 1, 1980, and on or before February 1, 1982; and there shall be no premium if the redemption date is after February 1, 1982.

(b) Funds obtained by or made available to the Obligor directly or indirectly through borrowing may not be used for redemption of Bonds of this series on or before February 1, 1982. After February 1, 1982, Bonds of this series may be redeemed without premium with funds from any source.

(c) The Obligor may redeem, without premium and without limitation as to principal amount, Bonds of this series with funds obtained as gifts or donations resulting from any capital fund raising campaign conducted by or on behalf of the Obligor.

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(d) In the case of redemptions other than by operation of the Mandatory Redemption Fund, the Obligor may select the maturity or maturities from which the Bonds of this series shall be called for redemption. Bonds of this series to be redeemed by operation of the Mandatory Redemption Fund shall be selected by lot by the corporate Trustee from outstanding Bonds of this series with a stated maturity of February 1, 1993.

Upon any call for partial redemption of this Bond the same shall be surrendered to the corporate Trustee for notation hereon of such partial payment or for exchange for one or more new Bonds of authorized denominations of the same series and maturity, in registered or coupon form, for the unpaid portion hereof. Bonds or portions thereof which are called for redemption and for whose payment provision is made in accordance with the Indenture shall cease to bear interest from and after the redemption date.

This Bond is transferable by the registered owner in person or by duly authorized attorney at the office of the corporate Trustee in Chicago, Illinois, upon surrender and cancellation of this Bond and upon the payment of charges as provided in the Indenture, and upon any such transfer a new fully registered Bond without coupons of the same series, maturity and principal amount will be issued to the transferee in exchange herefor. The Obligor and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of payment and for all other purposes, regardless of any notice to the contrary.

Fully registered Bonds without coupons of the same series and maturity are interchangeable as to denominations and also with coupon Bonds in accordance with the terms of the Indenture, and registration, transfer and interchange thereof are subject to payment of charges therefor as provided in the Indenture.

Every holder of any of the Bonds and coupons, by the act of becoming such holder, waives and releases all right of recourse to any personal or individual liability, statutory or otherwise, of any past, present or future incorporator, member, officer, trustee or director of the

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Obligor for the collection of any indebtedness evidenced by this Bond, or for the enforcement of any right or claim under or in connection with this Bond or the Indenture.

This Bond shall not become valid or obligatory for any purpose until the corporate Trustee's certificate of authentication hereon shall have been signed by it.

IN WITNESS WHEREOF, the Obligor has caused this Bond to be executed manually or by facsimile in its corporate name and its corporate seal or a facsimile thereof to be impressed or imprinted hereon and attested manually or by facsimile by its officers thereunto duly authorized, as of the first day of April, 1978.

CENTRAL COMMUNITY HOSPITAL  
Chicago, Illinois

By \_\_\_\_\_  
President

[CORPORATE SEAL]

Attest:

\_\_\_\_\_  
Secretary

(Form of Notation on Fully Registered Bonds with Respect to Partial Redemption on Account of Principal)

Payment on Account of Principal

Note: No writing below except by authorized agent of Obligor.

| <u>Date</u> | <u>Amount of Principal Paid</u> | <u>Balance of Principal Unpaid</u> | <u>Authorized Signature</u> |
|-------------|---------------------------------|------------------------------------|-----------------------------|
| _____       | _____                           | _____                              | _____                       |
| _____       | _____                           | _____                              | _____                       |
| _____       | _____                           | _____                              | _____                       |

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(Form of Notation for Fully Registered Bonds)

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common  
TEN ENT - as tenants by the entireties  
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - . . . . Custodian . . . .  
(Cust) (Minor)  
under Uniform Gifts to Minors Act  
. . . . .  
(State)

Additional abbreviations may also be used though not in list above.

(Form of Assignment for Fully Registered Bonds)

FOR VALUE RECEIVED \_\_\_\_\_  
hereby sell, assign and transfer unto \_\_\_\_\_

(Name and Address of Transferee Must be Printed or Typewritten)  
the within Bond, together with accrued interest thereon, and all right, title and interest thereto, and hereby irrevocably authorize and appoint \_\_\_\_\_ Attorney to transfer said Bond on the books of the within named corporation with full power of substitution in the premises.

Dated \_\_\_\_\_

In the presence of:  
\_\_\_\_\_

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(Form of corporate Trustee's Certificate  
for All 1978 Series II Bonds)

This 1978 Series II Bond is one of the issue of Bonds  
described in the Indenture herein referred to.

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO  
Chicago, Illinois

By \_\_\_\_\_  
Authorized Officer

AND WHEREAS, all things necessary have been done and  
all conditions precedent have been met in order to make the 1978  
Series II Bonds, when executed by the Obligor and authenticated  
by the corporate Trustee, the valid, binding and legal obliga-  
tions of the Obligor, and to constitute the Original Indenture  
and this Supplemental Indenture valid, binding and legal instru-  
ments for the security thereof, and the execution of this  
Supplemental Indenture and the issue hereunder of the 1978  
Series II Bonds have been in all respects duly authorized by  
the Obligor, and the Obligor, in the exercise of each and  
every legal right and power in it vested, executes this Supple-  
mental Indenture, and proposes to execute, issue and deliver  
such Bonds;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE  
WITNESSETH:

That in consideration of the premises and of the  
purchase and acceptance of the 1978 Series II Bonds by the  
owners and holders thereof and of One Dollar (\$1.00) to the  
Obligor duly paid by the Trustees at or before the ensembling  
and delivery of these presents, and for other valuable con-  
sideration, the receipt whereof is hereby acknowledged, the  
Obligor does hereby covenant and agree to and with the Trustees,  
as follows:

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ARTICLE ONE

FORM AND EXECUTION OF 1978 SERIES II BONDS

Section 1.01. There is hereby created for issuance under the Original Indenture and this Supplemental Indenture a series of Bonds designated "First Mortgage Bonds, 1978 Series II." All of such 1978 Series II Bonds shall be direct obligations of the Obligor, and the 1978 Series II Bonds, the coupons appertaining thereto, the form of corporate Trustee's certificate of authentication, the notation of registration upon the 1978 Series II coupon bonds and the form of notation on fully registered bonds with respect to partial redemption on account of principal shall be substantially of the tenor and purport hereinbefore recited.

Section 1.02. The 1978 Series II Bonds may be issued to an aggregate principal amount not in excess of Six Million Five Hundred Thousand Dollars (\$6,500,000) (except as provided in Sections 1.08, 1.10, 1.12 and 3.02 of the Original Indenture in respect of mutilated, lost, destroyed or exchanged Bonds). All 1978 Series II Bonds shall be dated as of April 1, 1978, without regard to the actual date of execution and issuance thereof, shall mature serially and bear interest as follows:

| <u>Maturity Date</u> | <u>Principal Amount</u> | <u>Interest Rate</u> | <u>Maturity Date</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|----------------------|-------------------------|----------------------|----------------------|-------------------------|----------------------|
| May 1, 1982          | \$ 110,000              | 8.25%                | Nov. 1, 1985         | \$ 145,000              | 8.75%                |
| Nov. 1, 1982         | 115,000                 | 8.25%                | May 1, 1986          | 155,000                 | 8.75%                |
| May 1, 1983          | 120,000                 | 8.25%                | Nov. 1, 1986         | 160,000                 | 9.00%                |
| Nov. 1, 1983         | 125,000                 | 8.50%                | May 1, 1987          | 165,000                 | 9.00%                |
| May 1, 1984          | 130,000                 | 8.50%                | Nov. 1, 1987         | 175,000                 | 9.00%                |
| Nov. 1, 1984         | 135,000                 | 8.50%                | May 1, 1988          | 180,000                 | 9.00%                |
| May 1, 1985          | 140,000                 | 8.75%                | Feb. 1, 1993         | 4,645,000               | 9.25%                |

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At said last stated date the final unpaid balance of principal and interest due on the 1978 Series II Bonds and coupons shall be paid. The 1978 Series II coupon Bonds shall have attached thereto coupons in the form hereinbefore recited so that interest thereon shall be payable at the respective rates per annum above indicated. The 1978 Series II Bonds shall bear interest from April 1, 1978, payable November 1, 1978 (except for variations necessary in the case of Bonds authenticated and issued on or after the first interest payment date, as hereinafter provided and as provided in Section 1.05 of the Original Indenture) and semi-annually thereafter on May 1 and November 1 of each year and at maturity. Any fully registered 1978 Series II Bond which is authenticated before November 1, 1978, shall bear interest from April 1, 1978, and any fully registered 1978 Series II Bond which is authenticated on an interest payment date shall bear interest from such date. The final interest installments shall be paid on the maturity or redemption date of each such 1978 Series II Bond and shall include the interest accrued thereon from the last preceding semi-annual interest payment date. Interest on overdue principal and to the extent legally enforceable, on overdue interest, on any 1978 Series II Bond shall be paid at the rate indicated therein. The 1978 Series II Bonds shall be redeemable upon the terms and conditions more fully set forth in Section 1.05 hereof.

Section 1.03. Upon execution of this Supplemental Indenture, and from time to time thereafter, the 1978 Series II Bonds shall be executed by the Obligor and delivered to the Trustee, and the Trustee upon receiving the written order or orders of the Obligor signed by the President or Vice President of the Obligor, and upon receiving the consideration for the 1978 Series II Bonds as specified in said order or orders and all the documents required to be delivered to it pursuant to Section 1.04(a) of the Original Indenture, shall authenticate and deliver 1978 Series II Bonds of such denominations and maturities as may from time to time be designated by such officers in an aggregate principal amount not exceeding \$6,500,000. The consideration received by the Trustee for the 1978 Series II Bonds shall be paid out to or upon the order of the Obligor in accordance with the written order or orders of the Obligor executed as aforesaid.

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Section 1.04. The manner and form of authentication, execution, registration, replacement, substitution, payment and any other matter not specifically dealt with in this Supplemental Indenture shall be as set forth in the Original Indenture.

Section 1.05. In addition to redemptions by operation of the Mandatory Redemption Fund pursuant to Section 1.06 hereof, the Obligor while not in default in the payment of any of the Bonds or interest thereon, or in the payment of taxes or other governmental charges, may, upon the notice and in the manner and with the effect as hereinafter provided, redeem as a whole if of \$500 or \$1,000 denominations or as a whole or in part in multiples of \$1,000 if of a larger denomination any or all of the 1978 Series II Bonds outstanding hereunder in advance of their maturity on any February 1, May 1, August 1 or November 1, by the payment of the principal amount of each Bond to be redeemed and accrued interest thereon to the date of redemption, plus a premium, if any, on the principal amount redeemed as follows, and subject to the following terms and conditions:

(a) Subject to the provisions of paragraph (b), the Obligor may redeem without premium up to \$325,000 aggregate principal amount of 1978 Series II Bonds (exclusive of 1978 Series II Bonds redeemed pursuant to paragraph (c)) in each calendar year (which rights shall not be cumulative). Upon any excess over the aforesaid amount which is redeemed in any calendar year the Obligor shall pay a premium of 2% of the principal amount redeemed on or before February 1, 1980, a premium of 1% of the principal amount redeemed after February 1, 1980, and on or before February 1, 1982, and there shall be no premium if the redemption date is after February 1, 1982.

(b) Funds obtained by or made available to the Obligor directly or indirectly through borrowing may not be used for redemption of 1978 Series II Bonds on or before February 1, 1982. After February 1, 1982, 1978 Series II Bonds may be redeemed without premium with funds from any source.

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(c) The Obligor may redeem without premium and without limitation as to principal amount, 1978 Series II Bonds with funds obtained as gifts or donations resulting from any capital fund raising campaign conducted by or on behalf of the Obligor.

(d) In the case of redemptions other than by operation of the Mandatory Redemption Fund, the Obligor may select the maturity or maturities from which 1978 Series II Bonds shall be called for redemption.

Without action of the Obligor, the Trustee may redeem 1978 Series II Bonds (when herein authorized) by making payment as aforesaid. The redemption terms of Bonds of series other than 1978 Series II shall be fixed by the Obligor at the time of issuance thereof.

Section 1.06. (a) The Obligor covenants and agrees that as a Mandatory Redemption Fund for redemption of 1978 Series II Bonds due on February 1, 1993, it will pay over and deposit with the Trustee not less than five business days before the dates hereinafter specified, cash (except as hereinafter provided) sufficient to redeem the hereinafter specified principal amounts of such Bonds, or such lesser amount as may be required to redeem the entire principal amount of 1978 Series II Bonds then outstanding, at the principal amount thereof plus accrued interest thereon to the date of redemption.

| <u>Date of Redemption</u> | <u>Principal Amount</u> | <u>Date of Redemption</u> | <u>Principal Amount</u> |
|---------------------------|-------------------------|---------------------------|-------------------------|
| Nov. 1, 1988              | \$ 190,000              | May 1, 1991               | \$ 235,000              |
| May 1, 1989               | 200,000                 | Nov. 1, 1991              | 245,000                 |
| Nov. 1, 1989              | 205,000                 | May 1, 1992               | 255,000                 |
| May 1, 1990               | 215,000                 | Nov. 1, 1992              | 275,000                 |
| Nov. 1, 1990              | 225,000                 | Feb. 1, 1993              | 2,600,000               |

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(b) On the date of redemption the Trustee shall apply the funds deposited with it pursuant to this Section to redemption of 1978 Series II Bonds upon notice given as provided in Article Three of the Original Indenture, which Bonds shall be selected by lot from all then outstanding 1978 Series II Bonds due February 1, 1993, in the manner provided in Article Three. All 1978 Series II Bonds redeemed pursuant to this Section shall be cancelled by the Trustee and no Bonds shall be issued in lieu thereof.

(c) In lieu of making all or any part of any payment in cash pursuant to subsection (a) hereof, the Obligor may, at its option, deliver to the Trustee 1978 Series II Bonds due February 1, 1993, theretofore purchased by the Obligor. Bonds so delivered shall be credited against amounts otherwise required to be deposited hereunder at the face amount thereof plus interest accrued thereon to the date of redemption. Not less than 45 days before each date of redemption specified in subsection (a) hereof, the Obligor will deliver to the Trustee (i) a certificate signed by the President or Vice President of the Obligor specifying the portion of such Mandatory Redemption Fund payment to be satisfied by payment of cash and by the delivery of 1978 Series II Bonds purchased by the Obligor, and (ii) such Bonds. All 1978 Series II Bonds so delivered to the Trustee shall be cancelled by the Trustee and no Bonds shall be issued in lieu thereof.

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ARTICLE TWO

PARTICULAR COVENANTS OF THE OBLIGOR

In addition to the covenants contained in the Original Indenture, the Obligor hereby covenants as follows:

Section 2.01. The Indenture is, and so long as any 1978 Series Bonds or 1978 Series II Bonds are outstanding always will be, a valid mortgage or deed of trust constituting a continuing lien upon the "mortgaged property" described in the Original Indenture to secure the payment of said Bonds; and that all buildings, improvements, fixtures, equipment and other property and the rights appertaining thereto of the kind and character described under the headings "Second" and "Third" on pages A-16 and A-17 of the Original Indenture which were acquired by the Obligor after February 1, 1978, are intended to be and are subject to the lien of the Indenture (subject to permitted encumbrances as defined in Section 11.04(f) of the Original Indenture) and are hereby conveyed and mortgaged to the Trustees and made subject to the lien of the Indenture (subject to permitted encumbrances as aforesaid) in all respects as if the same had been owned by the Obligor at the time of execution of the Original Indenture and had been specifically described therein.

Section 2.02. The Obligor is duly authorized under the laws of Illinois and under all other applicable provisions of law to create and issue the 1978 Series II Bonds herein provided for, and to execute and deliver this Supplemental Indenture; all corporate action on its part for the creation and issue of said 1978 Series II Bonds and the execution of this Supplemental Indenture has been duly and effectually taken; all conditions precedent required to be performed as a condition to the issuance, execution and delivery of the 1978 Series II Bonds under the terms of the Original Indenture have been duly and effectually taken; the 1978 Series II Bonds when issued and in the hands of the holders thereof are and will be valid and enforceable obligations of the Obligor; and the Original Indenture and this Supplemental Indenture are and always will be a valid mortgage and deed of trust to secure the payment of the 1978 Series Bonds and 1978 Series II Bonds.

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ARTICLE THREE

MISCELLANEOUS

Section 3.01. All terms or words used in this Supplemental Indenture shall for all purposes have the meanings specified with respect to such terms or words in the Original Indenture or in this Supplemental Indenture unless the context otherwise requires.

Section 3.02. The following terms shall, for all purposes of this Supplemental Indenture, have the meanings hereinafter specified unless the context otherwise requires:

(a) The term "Original Indenture" shall mean the Indenture dated as of February 1, 1978, executed by the Obligor and the Trustees.

(b) The term "Indenture" shall mean the Original Indenture together with all supplemental indentures thereto (including this Supplemental Indenture) which may at any time be entered into.

Section 3.03. If any one or more of the provisions contained in this Supplemental Indenture or in the 1978 Series II Bonds issued hereunder and under the Original Indenture or in the coupons should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected, impaired, prejudiced or disturbed thereby.

Section 3.04. This Supplemental Indenture shall be construed in connection with and as part of the Original Indenture.

Section 3.05. The recitals of fact contained herein shall be taken as statements of the Obligor, and the Trustees assume no responsibility for the correctness of the same. The Trustees make no representation as to the validity of this Supplemental Indenture. Except as herein expressly provided, no duties, responsibilities or liabilities are assumed by the Trustees by reason of this Supplemental Indenture other than as set forth in the Original Indenture; and this Supplemental

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Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Original Indenture as fully to all intents as if the same were herein set forth at length.

Section 3.06. Whenever in this Supplemental Indenture any of the parties hereto is named or referred to, this shall be deemed to include the successors or assigns of such parties, and all the covenants and agreements in this Supplemental Indenture contained by or on behalf of the Obligor or by or on behalf of the Trustee shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

Section 3.07. This Supplemental Indenture may be simultaneously executed in several counterparts, and all of said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

Section 3.08. Each and every term and condition of the aforementioned Original Indenture, except as by this Supplemental Indenture changed, amended or supplemented, shall remain in full force and effect with the same force and effect as if the same were herein set forth in full.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and their respective seals to be hereunto affixed and attested, all as of the first day of March, 1978.

Signed, sealed and delivered by CENTRAL COMMUNITY HOSPITAL, in the presence of: CENTRAL COMMUNITY HOSPITAL Chicago, Illinois

*Sherni J. Stone*  
*David W. Schour*

By *Francis...*  
Vice-President

[CORPORATE SEAL]

Attest: *Patrick A. ...*  
Secretary

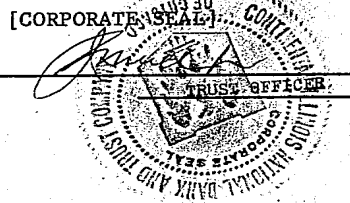
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Signed, sealed and delivered by CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, As Trustee

By Robert J. Vorhies Vice President

William Barrett W. J. BARRETT



Attest: [Signature]

Signed, sealed and delivered by MARVIN J. KRUGER, Trustee, in the presence of:

William Barrett W. J. BARRETT  
Marvin Kruger MARVIN J. KRUGER, Co-Trustee (SEAL)

Acknowledgement of Central Community Hospital

STATE OF ILLINOIS )  
                          ) ss.  
COUNTY OF COOK    )

I, Verla Jackson, a Notary Public in and for said County, do hereby certify that Francis M. Howard, personally known to me to be the Vice President of CENTRAL COMMUNITY HOSPITAL, an Illinois corporation, and Patrick A. DeMoore, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Secretary, they signed and delivered the said instrument as Vice President and Secretary

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Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Trustees of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 15<sup>th</sup> day of March, A.D., 19 78.

Verla Jackson  
Notary Public, Cook County  
Illinois  
My commission March 11, 1980



[NOTARIAL SEAL]

Acknowledgement of Continental Illinois National Bank and Trust Company of Chicago

STATE OF ILLINOIS )  
                          ) ss.  
COUNTY OF COOK

I, Hall Cox, a Notary Public in and for said County, do hereby certify that ROBERT J. VONDRASEK personally known to me to be Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and J. C. MULL, JR. personally known to me to be TRUST OFFICER of said association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and TRUST OFFICER, they signed and delivered the said instrument as Vice President and TRUST OFFICER of said association, and caused the corporate seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association as their free and voluntary act, and as the free and voluntary act and deed of said association, for the uses and purposes therein set forth.

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DELIVER TO  
 BOX 6333  
 CHICAGO, ILLINOIS 60649  
 SOUTH LA SALLE ST  
 INSURANCE CO. OF AMERICA  
 LAWYERS  
 3008700  
 APR-5-78

REGISTRAR OFFICES

APR 5 12:01 PM '78

1978 APR 5 PM 1 35

3008700

IN DUPLICATE

DT  
684063  
1243257

Do Not Deliver

RETURN TO

Transfer Desk

270

Property of Cook County Clerk's Office

EXHIBIT A

3/10/78

DESCRIPTION OF REAL ESTATE

GLENDALE HEIGHTS FACILITY (DuPage County):

That part of the Northeast quarter of Section 35, Township 40 North, Range 10, East of the Third Principal Meridian, described by beginning at the Northeast corner of Lot 13 of Section 2 of Reskin's Sixth Addition to Glendale Heights, as recorded by Document No. R65-21572, thence North 89 degrees 58 minutes 00 seconds West along the North line of said Section 2 of Reskin's Sixth Addition, a distance of 660.00 feet; thence North 00 degrees 02 minutes 00 seconds East, a distance of 40.00 feet; thence North 89 degrees 58 minutes 00 seconds West along the North line of said Section 3 of Reskin's Sixth Addition, said line also being the North line of Section 3 of Reskin's Sixth Addition to Glendale Heights as recorded by Document R65-21570, a distance of 250.00 feet; thence South 00 degrees 02 minutes 00 seconds West, a distance of 40.00 feet; thence North 89 degrees 58 minutes 00 seconds West, a distance of 250.20 feet; thence North 6 degrees 31 minutes 40 seconds East, a distance of 376.27 feet to a point on a curve; thence Northeasterly along a curved line convex to the Southeast having a radius of 260.00 feet and whose chord bears North 39 Degrees 34 minutes 17.5 seconds East, a distance of 441.49 feet; thence South 89 degrees 58 minutes 00 seconds East, a distance of 576.94 feet; thence South 27 degrees 44 minutes 31 seconds East, a distance of 627.08 feet; thence South 00 degrees 02 minutes 00 seconds West, a distance of 120.00 feet to the place of beginning, in DuPage County, Illinois.

CHICAGO FACILITY (Cook County):

Lots 45 to 48 inclusive in Block 11, and Lots 1 to 5 inclusive, Lots 25 to 29 inclusive, and Lots 41 to 48 inclusive (excepting therefrom the South 16 feet of Lot 44 dedicated as a public alley), together with the vacated alley lying east of and adjoining Lots 46 to 48, in Block 12, in Ashland, a subdivision of the North three-quarters and the North 33 feet of the South one-quarter of the East one-half of the Northeast one-quarter (except the North 167 feet thereof) all in Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Together with

Lots 25 and 26 and the South 6 inches of Lot 27 in Block 6 in Ashland, a Subdivision of the North three quarters of the East half of the North East quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, together with the North 33 feet of the South quarter thereof, in Cook County, Illinois.

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END OF RECORDED DOCUMENT