

Handwritten notes: 39, 334, BOX 334

HOSPITAL GROUP OF AMERICA, INC., a Delaware corporation, having an office at 8260 Greensboro Drive, Penthouse A, McLean, Virginia 22102 ("HGA"), HOSPITAL GROUP OF DELAWARE, INC., a Delaware corporation, having an office at 575 South Dupont Highway, New Castle, Delaware 19720 ("HGD"), HOSPITAL GROUP OF ILLINOIS, INC., an Illinois corporation, having an office at 520 Ridgeway, Chicago, Illinois 60624 ("HGI"), and HOSPITAL GROUP OF NEW JERSEY, INC., a New Jersey corporation, having an office at Rancocas Road and 1295, Rancocas, New Jersey 08073 ("HGNJ"); HGA, HGD, HGI and HGNJ

AGREEMENT, made this 28 day of August, 1990, by and among:

FOOTHILL CAPITAL CORPORATION, a California corporation, having an office at 1111 Santa Monica Boulevard, Suite 1500, Los Angeles, California 90025 (the "Subordinated Lender");

WINSTON & STRAWN
175 Market Street
New York, New York 10038-4961
Attn: Simon Posner, Esq.

Recording Requested by and When Recorded Return to:

Buchalter, Nemer, Fields & Younger
700 South Flower, Suite 700
Los Angeles, CA 90017

Kevin M. Brant, Esq.

Instrument prepared by:

DEPT-01 RECORDING \$39.00
1#3333 TRAN 5830 09/07/90 10:58:00
#6831 C * -90-436768
COOK COUNTY RECORDER

RECORDER REQUESTED BY AND WHEN RECORDED RETURN TO:

WINSTON & STRAWN
175 MARKET STREET
NEW YORK, NEW YORK 10038-4961
ATTN: SIMON POSNER, ESQ.

BUCHALTER, NEMER, FIELDS & YOUNGER
700 SOUTH FLOWER, SUITE 700
LOS ANGELES, CA 90017

KEVIN M. BRANT, ESQ.

INSTRUMENT PREPARED BY:

THE PROPERTY ADDRESSES ARE SET FORTH BELOW. THE ILLINOIS PERMANENT TAX NUMBERS ARE SET FORTH IN EXHIBIT A ATTACHED HERETO

30426768

CASE NO. 90-009779 DC

40-436768

Handwritten signature

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E. The Bank and HGI have entered into a certain HGI Term Loan Agreement dated December 29, 1987 (such Loan Agreement, as it may hereinafter be amended, modified or supplemented, is hereinafter referred to as the "HGI Loan Agreement"), pursuant to which the Bank has made a loan to HGI in the principal amount of \$8,100,000 (the "HGI Term Loan") upon and subject to the terms of the HGI Loan Agreement;

D. The due payment and performance of all of the indebtedness, liabilities and obligations of HGI to the Bank under the Bond Loan Agreement and all agreements, documents and instruments executed and delivered in connection therewith, including, without limitation, the Bond Note, have been unconditionally guaranteed to the Bank by, among others, HGA by the execution and delivery by HGA of a Guaranty and Funding Agreement dated as of December 18, 1985 (the "Bond Guaranty");

C. The Issuer has assigned to the Bank the Bond Note and all of its rights under the Bond Loan Agreement;

B. In order to evidence HGI's indebtedness to the Issuer under the Bond Loan Agreement, HGI has executed and delivered to the Issuer its note in the principal amount of \$6,000,000 (such note, as it may from time to time be amended, modified, supplemented, substituted or replaced, is hereinafter referred to as the "Bond Note");

A. HGI, the Bank and New Castle County, Delaware (the "Issuer") have entered into a Bond Purchase and Loan Agreement dated as of December 18, 1985 (such agreement, as it may from time to time hereinafter be amended, modified or supplemented, is hereinafter referred to as the "Bond Loan Agreement"), pursuant to which the Economic Development Revenue Bond (Hospital Group of Delaware, Inc. Project) Series 1985 in the principal amount of \$6,000,000 (the "Bond") was issued by the Issuer and sold to the Bank, and the proceeds thereof were loaned by the Bank to HGI;

WHEREAS:

W I T N E S S E T H :

NATIONAL WESTMINSTER BANK USA, a national banking association, having an office at 175 Water Street, New York, New York 1038 (the "Bank");

are hereinafter sometimes referred to individually as a "company" and collectively as the "companies"; and

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J. The due payment and performance of all of the indebtedness, liabilities and obligations of HGNJ to the Bank under the HGNJ Loan Agreement and all agreements, documents and instruments executed and delivered in connection therewith, including, without limitation, the HGNJ Term Note, have been unconditionally guaranteed to the Bank by, among others, HGA, HGD and HGI, by the execution and delivery by each of them of a guaranty dated December 29, 1987 (collectively, the "HGNJ Term Loan Guaranties"; the Bond Guaranty, the HGI Term Loan Guaranties and the HGNJ Term Loan

I. Pursuant to the HGNJ Loan Agreement, the HGNJ Term Loan is evidenced by a promissory note of HGNJ dated December 29, 1987 (such note is defined in the HGNJ Loan Agreement and, as it may from time to time be amended, modified, supplemented, substituted or replaced, is hereinafter referred to as the "HGNJ Term Note"; the Bond Note, the HGI Term Note and the HGNJ Term Note are hereinafter referred to individually as "Bank Note" and collectively as the "Bank Notes");

H. The Bank and HGNJ have entered into a certain HGNJ Term Loan Agreement dated December 29, 1987 (such Loan Agreement, as it may hereafter be amended, modified or supplemented, is hereinafter referred to as the "HGNJ Loan Agreement"; the Bond Loan Agreement, the HGI Loan Agreement and the HGNJ Loan Agreement are hereinafter referred to individually as a "Bank Loan Agreement" and collectively as the "Bank Loan Agreements"), pursuant to which the Bank has made a loan to HGNJ in the aggregate principal amount of \$9,574,993.98 (the "HGNJ Term Loan") upon and subject to the terms of the HGNJ Loan Agreement;

G. The due payment and performance of all of the indebtedness, liabilities and obligations of HGI to the Bank under the HGI Loan Agreement and all agreements, documents and instruments executed and delivered in connection therewith, including, without limitation, the HGI Term Note, have been unconditionally guaranteed to the Bank by, among others, HGA, HGD and HGNJ, by the execution and delivery by each of them of a guaranty dated December 29, 1987 (collectively, the "HGI Term Loan Guaranties");

F. Pursuant to the HGI Loan Agreement, the HGI Term Loan is evidenced by a promissory note of HGI dated December 29, 1987 (such note is defined in the HGI Loan Agreement and, as it may from time to time be amended, modified, supplemented, substituted or replaced, is hereinafter referred to as the "HGI Term Note");

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M. HGI and HGNJ are presently or may hereafter become indebted to the Subordinated Lender in the aggregate principal amount of \$14,000,000 pursuant to (i) a Loan and Security Agreement dated August 28, 1990 (such Loan Agreement, as it may from time to time hereafter (subject to paragraph 6 hereof) be amended, modified or supplemented, is hereinafter referred to as the "Subordinated Loan Agreement"), as evidenced by a Secured Promissory Note dated August 28, 1990 (such note, as it may hereafter (subject to paragraph 6 hereof) be amended, modified, supplemented or substituted, is hereinafter referred to as the "Subordinated Note") made by HGD, HGI and HGNJ payable to the Subordinated Lender in the principal amount of \$12,000,000; and (ii) a Reimbursement Agreement dated August 28, 1990 (such Reimbursement Agreement, as it may from time to time hereafter (subject to paragraph 6 hereof) be amended, modified, or supplemented, is hereinafter referred to as the "Subordinated Reimbursement Agreement");

L. All of the indebtedness, liabilities and obligations of HGA, HGD, HGI and HGNJ to the Bank, whether now existing or hereafter arising and whether or not currently contemplated, under and existing out of, as applicable, the Bond Guaranty, the HGI Term Loan Guaranties and the HGNJ Term Loan Guaranties, are hereinafter referred to collectively as the "Senior Guaranty Debt" (the Senior Loan Debt and the Senior Guaranty Debt are hereinafter referred to collectively as the "Senior Debt");

K. All of the indebtedness, liabilities and obligations of HGD, HGI and HGNJ to the Bank, whether now existing or hereafter arising and whether or not currently contemplated, including, without limitation, the indebtedness, liabilities and obligations of each of them, as applicable, to the Bank under the Bond Loan Agreement, the Bond Note, the HGI Loan Agreement, the HGI Term Note, the HGNJ Loan Agreement and all other agreements, documents and instruments executed and delivered in connection therewith, whether for principal, interest, fees, costs or expenses (including, without limitation, any interest accruing thereon after the date of filing any petition by or against any of such companies in connection with any bankruptcy or other proceeding, whether or not a claim by the Bank for such post-petition interest is enforceable in such proceeding) are hereinafter referred to collectively as the "Senior Loan Debt";

Guaranties are hereinafter referred to individually as "Bank Guaranty" and collectively as the "Bank Guaranties";

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N. All of the indebtedness, liabilities and obligations of HGD, HGI and HGNI to the Subordinated Lender, whether now existing or hereafter arising and whether or not currently contemplated, including, without limitation, the indebtedness, liabilities and obligations of HGD, HGI and HGNI to the Subordinated Lender under the Subordinated Loan Agreement, the Subordinated Reimbursement Agreement, and all agreements, documents and instruments executed and delivered in connection therewith, including, without limitation, the Subordinated Note, whether for principal, interest, fees, costs or expenses (including, without limitation, any interest accruing thereon after the date of filing any petition by or against any of HGD, HGI or HGNI in connection with any bankruptcy or other proceeding, whether or not a claim by the Subordinated Lender for such post-petition interest is enforceable in such proceeding) are hereinafter referred to collectively as the "Subordinated Debt";

O. All of the Senior Debt is secured by the grant by the Companies to the Bank of liens on and security interests in all or some of the properties and assets of the Companies (all such collateral is hereinafter referred to as the "Bank Collateral");

P. All of the subordinated Debt is or will be secured by the grant by HGD, HGI and HGNI to the Subordinated Lender of liens on and security interests in all or some of such Companies' properties and assets (all such collateral is hereinafter referred to as the "Subordinated Lender collateral");

Q. The Bank and the Subordinated Lender desire to confirm, as between themselves, their rights and priorities with respect to all of the assets and properties of the Companies which are now or may hereafter be or become part of the Bank collateral and the Subordinated Lender collateral (such assets and properties, and any properties of the Companies now or hereafter in the possession of either the Bank or the Subordinated Lender, are hereinafter referred to collectively as the "Common collateral"; the real property portion of the Common collateral is more particularly described in Exhibits B-1 through B-3 attached hereto and incorporated by reference hereby);

R. Pursuant to the terms of the Bank Loan Agreements, HGD, HGI and HGNI are prohibited from entering into the Subordinated Loan Agreement and the Subordinated Reimbursement Agreement and the Companies are prohibited from granting liens on and security interests in their respective properties and assets; and

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2.2 (a) Subject to subparagraph (b) below, until the Senior Loan Debt shall have been paid in full and the Senior Guaranty Debt terminated, the Companies shall not make, and the Subordinated Lender shall not receive, except or retain any direct or indirect payment or reduction (whether by way of loan, set-off or otherwise) in respect of the principal of, or premium on, or interest on, the Subordinated Debt or any security therefor, whether such Subordinated Debt shall have become payable on the maturity of the installment or installments thereof provided for in the Subordinated Note, by acceleration or otherwise, if on the date such payment would (but for the terms hereof) be payable to and received by the Subordinated Lender pursuant to the Subordinated Note or the Subordinated Reimbursement Agreement (hereinafter referred to

2.1 The payment of any and all of the principal amount of, and interest on, and any other amount due on, Subordinated Debt is hereby expressly subordinated and made junior to the payment and performance of the principal amount, premium, if any, all interest and any other amounts due on the Senior Debt to the extent and in the manner set forth herein.

2. Subordination.

The Subordinated Lender hereby consents to and approves of the execution, delivery and performance by the Companies of the Bank Loan Agreements, the Bank Notes, and all other instruments and documents executed and delivered in connection therewith (collectively, the "Bank Loan Documents") and the consummation of the transactions contemplated thereby, notwithstanding anything to the contrary contained in any of the agreements, documents and instruments executed in connection with the Subordinated Debt. Each of the Companies and the Subordinated Lender represents and warrants to the Bank that there does not exist any default under the Subordinated Note or the Subordinated Debt.

1. Consent; No Default.

NOW, THEREFORE, in order to induce the Bank to consent as aforesaid and in consideration thereof, and in consideration of the mutual covenants set forth herein, the parties hereto hereby agree as follows:

5. The Bank is willing to consent to HGD's, HGI's and HGNJ's entering into the Subordinated Loan Agreement and the Subordinated Reimbursement Agreement and the companies' granting of liens and security interests provided that the Subordinated Lender and the Companies execute and deliver this Agreement to and with the Bank;

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(b) Any payment or distribution of any character, whether in cash, securities, obligations or other property, which would otherwise (but for the terms hereof) be payable or deliverable in respect of the subordinated debt (including any payment or distribution of any other indebtedness of HGI and HGNL or any of them being subordinated to the subordinated debt), shall be paid or delivered directly to

(a) All of the Senior Loan Debt shall first be paid in full before any payment or distribution of any character, whether in cash, securities, obligations or other property, shall be made in respect of the subordinated debt;

2.3 In the event of (i) any insolvency, bankruptcy, receivership, custodianship, liquidation, reorganization, readjustment of debt, arrangement, composition, assignment for the benefit of creditors, or other similar proceeding relative to any of the companies (except for any reorganization case in which Bank is providing financing to the affected companies and such companies are not in monetary default to Bank), or (ii) any proceeding for voluntary liquidation, dissolution or other winding up or bankruptcy proceedings, then and in any such event:

(b) Unless one of Events of Default specified in subparagraph 2.2(a) above is in effect, scheduled payments of the principal of and interest on the subordinated debt may be made subject and pursuant to the terms and provisions, including the dates, amounts and rate of principal and interest payments, as set forth in the subordinated Note and the subordinated reimbursement Agreement as in effect on the date of this Agreement.

as a "subordinated debt payment date", an Event of Default under subsection 8.1(b) or 8.1(c) of the Bond Loan Agreement, Section 7.1 of the HGI Loan Agreement or Section 7.1 of the HGNL Loan Agreement shall have occurred, shall be continuing and shall not have been specifically waived in writing by the Bank, whether or not the Bank shall, pursuant to any such Bank Loan Agreement, have declared the Senior Debt or any portion thereof due and payable in full on the basis of the occurrence of such Event of Default, or if such Event of Default shall not be continuing on any subordinated debt payment date, but the Bank shall, pursuant to the Loan Agreement, have declared all or any portion of the Senior Debt due and payable in full on the basis of the occurrence of any Event of Default under and as defined in any of the Bank Loan Agreements (hereinafter referred to as an "Event of Default") and such acceleration shall not have been specifically rescinded in writing by the Bank.

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5/10/2008

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 10th day of May, 2008.

CLERK OF COOK COUNTY

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL STREET, 10TH FLOOR
CHICAGO, ILLINOIS 60602
TEL: 312.603.7000 FAX: 312.603.7001

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2.5 This Agreement, without further reference, shall pass to and may be relied on and enforced by any

terminated. In full and the Senior Guaranty Debt shall have been unpaid, until all of the Senior Loan Debt shall have been paid application to the payment of all Senior Loan Debt remaining transferred to, the Bank, or its representative, for the benefit of, and shall be paid over or delivered or asset of the Subordinated Lender, shall be held in trust for distribution or security shall not be commingled with any Guaranty Debt shall have been terminated, such payment, Senior Loan Debt shall have been paid in full and the Senior Lender shall be received by the Subordinated Lender in (whether in cash, securities, or other property) or any agreement, any payment or distribution of any character 2.4 It, notwithstanding the provisions of this

upon or with respect to such Subordinated Debt. distributions which may be payable or deliverable at any time nated Debt and to collect and give any and all payments or enforce any and all claims upon or in respect of such Subordi- representative in order to enable the Bank or its representative actions as may be requested by the Bank or its repre- other actions as may be requested by the Bank or its repre- ments of claim and other instruments and shall take all such clauses (b) and (c), and all such proceeds of claim, assign- confirming the authorization referred to in the foregoing the Bank or its representative all such further instruments holder of the Subordinated Debt, shall execute and deliver to (d) The Subordinated Lender, or any other

then existing; and obligations of HGD, HGI and HGND or any of them to the Bank application to the payment of any indebtedness, liabilities or kind or character on account of such Subordinated Debt for the Bank, in precisely the form received, any payment of any any of them to the Subordinated Lender, and will turn over to thereafter becoming due and payable from HGD, HGI and HGND or unpaid Subordinated Debt payments due and payable, or to obtain payment of the aggregate outstanding amount of all the written request of the Bank, prove, enforce and endeavor (c) The Subordinated Lender will, upon

and deliveries; having authority in the premises to effect all such payments custodians, trustees, liquidators, conservators and others, irrevocably authorizes, empowers and directs all receivers, Lender, or any other holder of the Subordinated Debt, Debt shall have been paid in full, and the Subordinated the Bank, or its representative, until all of the Senior Loan

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2.8 Except as provided to the contrary in subparagraph 2.3 hereof, notwithstanding any statute, including, without limitation, the Federal Bankruptcy Code, any rule of law or bankruptcy procedures to the contrary, the right of the Bank hereunder to have all of the Senior Debt paid and satisfied in full prior to the payment of any of the subordinated Debt shall include, without limitation, the right

2.7 Except to the extent provided in this Agreement that the subordinated Debt may not become due and payable or be paid, nothing contained herein shall impair, as between any of HGD, HGI or HGNY and the subordinated Lender, the obligation of each of HGD, HGI and HGNY, which is absolute and unconditional, to pay to the subordinated Lender the principal of the subordinated Note, and interest thereon, as and when the same shall become due and payable in accordance with the terms thereof, or prevent the subordinated Lender upon default with respect to the subordinated Debt, from exercising all rights, powers and remedies otherwise provided therein or by applicable law, all subject to the rights of the holders of Senior Debt hereunder.

2.6 In case cash, securities or other property otherwise payable or deliverable to the subordinated Lender shall have been applied pursuant to this paragraph 2 to the payment of Senior Debt, and if the Senior Loan Debt shall have been paid in full and the Senior guaranty Debt shall have been terminated, then and in such case, the subordinated Lender shall be subordinated to any rights of the Bank to receive any further payments or distributions applicable to the Senior Debt, until the subordinated Debt shall have been paid in full. No such payments or distributions received by the subordinated Lender by reason of such subrogation, of cash, securities or other property which otherwise would be paid or distributed to the Bank, shall, as between any of HGD, HGI or HGNY and its creditors other than the Bank, on the one hand, and the subordinated Lender on the other hand, be deemed to be a payment by any of HGD, HGI or HGNY on account of the subordinated Debt.

transferee or subsequent holder of any Senior Debt. In the event of any proposed sale, assignment, disposition or other transfer of the subordinated Debt, the subordinated Lender shall, prior to the consummation of any such transfer, cause the transferee thereof to execute and deliver to the Bank an agreement (substantially identical to this Agreement or otherwise in form and substance satisfactory to the Bank) providing for the continued subordination of the subordinated Debt to the Senior Debt as provided herein and for the continued effectiveness of all of the rights of the Bank arising under this Agreement.

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3.2 Subject to the other provisions of this subparagraph 3.2, if the Bank or the Subordinated Lender shall, at any time, have possession or control of any of the Common Collateral, it shall hold or control such Common Collateral for the benefit of it and the other, as their respective interests may appear. So long as any of the Senior Debt shall remain unpaid or unsatisfied to the Bank, the Bank may at all times, in its sole discretion, exercise any and all powers and rights, including, without limitation, the right to foreclose or otherwise realize upon the Common Collateral which it now has or hereafter may acquire with respect to any of the Common Collateral, whether or not in its possession, all without the necessity of obtaining any consent or approval of the Subordinated Lender, nor shall it have any liability to act the Subordinated Lender for any action taken or failure to act

3.1 Notwithstanding anything to the contrary contained in (i) the Subordinated Loan Agreement, the Subordinated Repurchase Agreement, the Subordinated Note, or any other agreement, instrument or document executed and delivered pursuant to or in connection with the Loan Documents or any other agreement, instrument or document (ii) the Bank Loan Agreements, the Bank Notes, the other Bank Documents or any other agreement, instrument or document executed and delivered pursuant to or in connection with the Commercial Code, or any other law of any jurisdiction which is applicable, or in which such filing has been made, or any other recordation or filing of any document, as between the Bank and the Subordinated Lender, the security interests and liens now or hereafter held by the Bank pursuant to the Bank Loan Documents, or otherwise, in the Common Collateral shall be first and prior to the security interests and liens, if any, now or hereafter held by the Subordinated Lender in the Common Collateral.

3. Priorities Relating to the Common Collateral.

of the Bank to be paid in full all interest accruing on the Senior Loan Debt due to it after the filing of any petition by or against any of the companies in connection with any bankruptcy or similar proceeding or any other proceeding referred to in subparagraph 2.3 hereof, whether or not a claim by the Subordinated Lender for such postpetition interest is enforceable in such proceeding, prior to the payment of any amounts in respect of the Subordinated Debt, including, without limitation, any interest due to the Subordinated Lender accruing after such date.

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3.6 In the event of any damage or destruction to any of the common collateral, including without limitation, any real property or any improvements thereon as a result of which any moneys or awards ("Insurance Proceeds") are paid or payable to borrower, to the extent permitted by law, all such

3.5 Any assignment of rents or leases contained in any mortgage or deed of trust securing the subordinated debt, or in any collateral assignment thereof, shall be in all respects subject and separate therefrom, shall be in all respects subject and subordinate to all mortgages and deeds of trust securing the senior debt as the same may be extended, renewed or modified in accordance with the terms of this Agreement, and any collateral assignment of such rents or leases to the Bank is separate therefrom, provided however that nothing contained herein shall prevent subordinated lender from exercising provisional remedies which may not have been granted to the Bank, provided the exercise of same shall not contravene the provisions of this agreement, including without limitation, paragraph 2 hereof.

3.4 If any action or proceeding shall be brought to foreclose any mortgage, deed of trust, collateral assignment of leases and rents or other security document securing the subordinated debt, no portion of the rents, issues and profits of the premises covered by any such document shall, during the pendency of such proceedings be collected except through a receiver appointed by the court in which such foreclosure action or proceeding is brought and the rents, issues and profits so collected by such receiver shall first be applied to the payment of principal and interest due, owing and accrued on, or an amount sufficient to pay the next installment due on the senior debt.

3.3 With respect to the collection of the proceeds of any policy of insurance, the proceeds of which are assigned to the Bank or the subordinated lender pursuant to any security agreement executed and delivered by any of the companies with the Bank or the subordinated lender, the Bank and the subordinated lender shall join in any instructions to the insurance companies involved so that the proceeds will be delivered to the party entitled thereto pursuant to the terms of this Agreement.

With respect to any such common collateral in its possession beyond the exercise of reasonable care to assure the safe custody thereof. Upon payment in full of the Senior Loan Debt and termination of the Senior Guaranty Debt, the Bank shall assign and deliver to the subordinated lender all of the common collateral then in its possession, but without recourse and without any representation or warranty whatsoever.

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The Subordinated Lender shall, simultaneously with the execution and delivery hereof, cause a conspicuous legend to be placed on the Subordinated Note to the following effect:

5. Legend on Subordinated Note.

The terms of this Agreement, the subordination effected hereby, and the rights of the Bank and the obligations of the Subordinated Lender arising hereunder, shall not be affected, modified or impaired in any manner or to any extent by: (i) any amendment, modification or termination of Notes, or any of the other Bank Loan Documents, the Bank or supplement to any of the Bank Loan Documents, the Bank instrument or document executed or delivered pursuant thereto; (ii) the validity or enforceability of any such documents; (iii) the release, sale, exchange or surrender, in whole or in part, of any collateral security, now or hereafter existing, for any of the Senior Debt or any other indebtedness, liability or obligation of any of the companies to the Bank, now existing or hereafter arising; (iv) any exercise or nonexercise of any right, power or remedy under or in respect of the Senior Debt or any of such instruments and documents referred to in clause (i) above or arising at law; or (v) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission in respect of the Senior Debt or any of the agreements, instruments or documents referred to in clause (i) above or in respect of any collateral security for the Senior Debt or any other indebtedness, liability or obligation of any of the companies to the Bank, now existing or hereafter arising, all whether or not the Subordinated Lender shall have had notice or knowledge of any of the foregoing and whether or not it shall have consented thereto.

4. Continued Effectiveness of this Agreement.

Insurance Proceeds shall be paid first to the Bank, to be applied by the Bank, in the sole discretion of the Bank, pursuant to the terms of security documents securing the Senior Debt, including, but not limited to, (i) towards payment of all or any portion of the Senior Debt and to the payment of all costs, including reasonable attorney's fees, incurred by the Bank in connection with such insurance proceeds notwithstanding any provision of any mortgage or deed of trust securing the Subordinate Debt to the contrary of (ii) towards restoration of real estate and improvements, in which event the Subordinate Lender agrees that any insurance proceeds paid or payable shall also be applied towards restoration of such real estate and improvements.

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The subordinated Lender hereby makes the following representations and warranties, which shall survive the execution and delivery of this Agreement:

7. ~~Representations and Warranties.~~

(c) Sell (except to a participant in the Subordinated Debt) its interest as a secured party or mortgagee with respect to the Common Collateral, unless such purchaser signs a Subordination and Intercreditor Agreement in form substantially similar to this agreement.

(b) transfer, pledge, assign, grant a security interest in, or otherwise dispose of or encumber its interest as a secured party or mortgagee with respect to the Common Collateral; or

(a) amend, modify or supplement or agree to any amendment, modification or supplement of, or to, the Subordinated Debt or any of the Subordinated Debt Documents to increase the principal amount, or increase the rate of interest charged, or to advance the scheduled principal payments; or

Prior to the payment and performance in full of the Senior Debt and notwithstanding anything to the contrary contained in the Subordinated Loan Agreement, the Subordinated Reimbursement Agreement, the Subordinated Note or any other agreement, instrument or document executed and delivered in connection with the Subordinated Debt (hereinafter referred to collectively as the "Subordinated Debt Documents"), the Subordinated Lender shall not, without the prior written consent of the Bank:

6. ~~Restrictions on Subordinated Lender.~~

and deliver a copy of the Subordinated Note, as so legended, to the Bank.

"This Note and the indebtedness evidenced hereby is subordinated, in the manner and to the extent set forth in an agreement dated August 1990 (as such agreement may from time to time be amended, modified or supplemented, the "Subordination Agreement"), by the maker and payee of this Note in favor of National Westminster Bank USA to all Senior Debt (as defined in the Subordination Agreement), and each holder of this Note, by its acceptance hereof, shall be bound by the Subordination Agreement."

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INVESTIGATION REPORT

DATE: 01/15/2011

REPORT NO: 11-001

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7.1 The Subordinated Lender is a corporation, duly organized, and in good standing under the laws of the State of California, and has all requisite power and authority to own and operate its properties, to enter into this Agreement, and to carry out the terms hereof.

7.2 The execution, delivery and performance of this Agreement and all other agreements, instruments and documents provided for herein, have been duly authorized by all necessary and proper corporate action of the Subordinated Lender. No consent or approval of any person (including, without limitation, stockholders of the Subordinated Lender), no consent or approval of any landlord or mortgagee, no waiver of any lien or right of distraint or other similar right nor any other consent, order, license, approval, authorization or declaration of, or filing with, any governmental authority, bureau or agency, is or will be required in connection with the execution, delivery, performance, validity, enforcement or priority of this Agreement, or any other agreements, instruments or documents to be executed or delivered pursuant hereto.

7.3 Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein, nor compliance with the terms and provisions hereof, will contravene any provision of law, statute, rule or regulation to which the Subordinated Lender is subject or conflict with or result in a breach of any judgment, decree, writ, injunction, ordinance, resolution, award, order or permit or other similar document or instrument of any court or governmental authority, bureau or agency, domestic or foreign, or its certificate of incorporation or by-laws, or create (with or without the giving of notice or lapse of time, or both) a default under any agreement, bond, note or indenture to which the Subordinated Lender is a party or by which it is bound.

7.4 This Agreement has been duly executed and delivered and constitutes the valid and legally binding obligation of the Subordinated Lender, enforceable in accordance with its terms.

8. Miscellaneous.

8.1 The Subordinated Lender shall join with the Bank in executing one or more financing statements pursuant to the Uniform Commercial Code as adopted in the State of New York or other notices appropriate under applicable law, in form satisfactory to the Bank, for filing

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In all public offices where such filing is deemed by the Bank to be necessary or desirable.

8.2 In the event of any conflict between any term, covenant or condition of this Agreement and any term, covenant or condition of the Subordinated Debt Documents, the provisions of this Agreement shall control and govern.

8.3 All notices, requests, demands or other communications hereunder shall be in writing, either by letter (delivered by hand or commercial messenger service or sent by certified mail, return receipt requested) or telegram or teletype, addressed as follows:

(1) If to any of the companies:

Hospital Group of America
 8260 Greensboro Drive
 Penthouse A
 McLean, Virginia 22102
 Attention: Yoram Dor
 Teletypewriter No.: (818) 902-2225

With a copy to:

Lewitt, Hackman, Hoellin,
 Shapiro & Marshall
 1633 Ventura Boulevard, Suite 1100
 Encino, California 91436
 Attention: John B. Marshall, Esq.
 Teletypewriter No.: (818) 981-4764

(11) If to the Bank:

National Westminster Bank USA
 175 Water Street
 New York, New York 10038
 Attention: Thomas A. Iadanza,
 Vice President
 Teletypewriter No.: (212) 602-2149

With a copy to:

Winston & Strawn
 175 Water Street
 New York, New York 10038
 Attention: Simon B. Posner, Esq.
 Teletypewriter No.: (212) 952-1474

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Page 1 of 1

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PROPERTY OF COOK COUNTY CLERK'S OFFICE
100 N. LAKE ST. CHICAGO, IL 60601
TEL: (773) 304-3000 FAX: (773) 304-3001
WWW.COOKCOUNTYCLERK.COM

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE
100 N. LAKE ST. CHICAGO, IL 60601
TEL: (773) 304-3000 FAX: (773) 304-3001
WWW.COOKCOUNTYCLERK.COM

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8.5 This Agreement may not be amended or modified orally but may be amended or modified only in writing, signed by all parties hereto and the Bank. No waiver of any term or provision of this Agreement shall be effective unless it is in writing, making specific reference to this Agreement and signed by the party against which such waiver is sought to be enforced. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof. This Agreement shall be binding upon the companies and the Subordinated Lender and their respective successors and assigns and shall inure to the benefit of the Bank and its successors and assigns. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

8.4 This Agreement is intended to establish relative rights and priorities between the Bank and the Subordinated Lender.

Any notice, request, demand or other communication hereunder shall be deemed to have been given on the day on which it is telecopied to such party at its telecopier number specified above or delivered by hand or such commercial messenger service to such party at its address specified above, or, if sent by mail, on the third Business Day after the day deposited in the mail, postage prepaid, or in the case of telegraphic notice, when delivered to the telegraph company, addressed as aforesaid. Any party hereto may change the person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

Buchalter, Nemer, Fields & Younger
 700 S. Flower Street, Suite 700
 Los Angeles, California 90017
 Attention: Kevin Brandt, Esq.
 Telecopier No.: (213) 623-3999

with a copy to:

Foothill Capital Corporation
 1111 Santa Monica Boulevard,
 Suite 1500
 Los Angeles, California 90025--3333
 Attention: Peter E. Schwab,
 President
 Telecopier No.: (213) 478-4860

If to the Subordinated Lender:

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8.6 THE SUBORDINATED LENDER IRREVOCABLY CONSENTS THAT ANY LEGAL ACTION OR PROCEEDING AGAINST IT UNDER, ARISING OUT OF, OR IN ANY MANNER RELATING TO THIS AGREEMENT MAY BE BROUGHT IN ANY COURT OF THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK. THE SUBORDINATED LENDER, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, EXPRESSLY AND IRREVOCABLY ASSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF ANY OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING. THE SUBORDINATED LENDER FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF ANY COMPLAINT, SUMMONS, NOTICE OR OTHER PROCESS RELATING TO ANY SUCH ACTION OR PROCEEDING BY DELIVERY THEREOF TO IT BY HAND OR BY MAIL IN THE MANNER PROVIDED FOR IN SUBPARAGRAPH 8.3 ABOVE. THE SUBORDINATED LENDER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES ON ANY CLAIM OR DEFENSE IN ANY SUCH ACTION OR PROCEEDING BASED ON ANY ALLEGED LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS OR ANY SIMILAR BASIS. THE SUBORDINATED LENDER SHALL NOT BE ENTITLED IN ANY SUCH ACTION OR PROCEEDING TO ASSERT ANY DEFENSE GIVEN OR ALLOWED UNDER THE LAWS OF ANY STATE OTHER THAN THE STATE OF NEW YORK UNLESS SUCH DEFENSE IS GIVEN OR ALLOWED BY THE LAWS OF THE STATE OF NEW YORK. NOTHING IN THIS SUBPARAGRAPH 8.6 SHALL AFFECT OR IMPAIR IN ANY MANNER OR TO ANY EXTENT THE RIGHT OF THE BANK TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE SUBORDINATED LENDER IN ANY JURISDICTION OR TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW.

8.7 This agreement shall terminate upon payment in full of the senior debt as acknowledged in writing by the Bank.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

HOSPITAL GROUP OF DELAWARE, INC.,
a Delaware corporation

By Yoram Dor, Vice President (Seal)

By Carol Schardt, Asst. Secretary (Attest)

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7-20-2013

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HOSPITAL GROUP OF NEW JERSEY, INC.,
a New Jersey corporation

By

Yoram Dor, Vice President

(Seal)

By

Carol Schardt, Asst. Secretary

(Attest)

HOSPITAL GROUP OF ILLINOIS INC.,
an Illinois corporation

By

Yoram Dor, Vice President

(Seal)

By

Carol Schardt, Asst. Secretary

(Attest)

MOOTHILL CAPITAL CORPORATION,
a California corporation

By

Peter Schwab, President

(Seal)

By

Pamela S. Ferro, Vice President

(Attest)

NATIONAL WESTMINSTER BANK USA,
a National banking association

By

William Bumbert, Assistant Vice President

(Seal)

By

Marie L. Gibson, Assistant Treasurer

(Attest)

Clerk's Office

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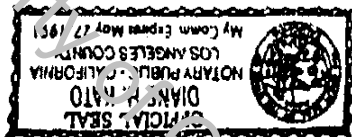
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Faint, illegible text, likely a document or form, possibly containing a signature or official stamp.

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[SEAL]



Title: Paralegal

Name: Diane Kato

Signature *Diane Kato*

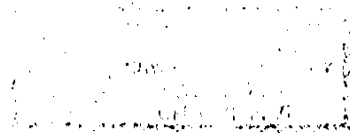
WITNESS my hand and official seal.

On August 28, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Yoram Dor, known to me to be the Vice President and Carol Schardt, known to me to be the Assistant Secretary, of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged before me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
SS.)

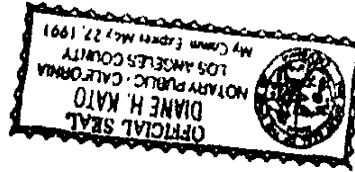
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Diane H. Kato

Sworn and subscribed to before me the aforesaid date.

Witness: Carol Schardt

Carol Schardt

BE IT REMEMBERED, that on this 28th day of August, 1990, before me, the subscriber, a Notary Public or Attorney at Law of the State of California, personally appeared Carol Schardt, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Assistant Secretary of Hospital Group of New Jersey, Inc., the corporation named in the within instrument; that Yoram Dor is the Vice President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of said corporation; that deponent knows well the corporate seal of said corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument was signed and delivered by said Vice President as and for the voluntary act and deed of said corporation, in presence of Carol Schardt, who thereupon subscribed his name thereto as attesting witness.

Further, the corporation declares that it has received a true copy of the foregoing instrument without charge.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

)
ss.)
)

ACKNOWLEDGEMENT

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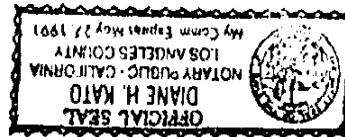
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Notary Public

Diane H. Kato

WITNESSES my hand and official seal.

On August 28, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Schwab, personally known to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President, and Pamela S. Ferro, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

COUNTY OF LOS ANGELES

)
) ss.
)

STATE OF CALIFORNIA

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- 16-11-122-032
- 16-11-122-013
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- 16-11-122-028
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- 16-11-122-031
- 16-11-122-033
- 16-11-122-034
- 16-11-122-049
- 16-11-122-022
- 16-11-122-021
- 16-11-122-020
- 16-11-122-019
- 16-11-122-018
- 16-11-122-017
- 16-11-122-016
- 16-11-122-007
- 16-11-122-006

ILLINOIS PERMANENT TAX NUMBERS FOR THE PREMISES

EXHIBIT A

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AND EXCEPTING THEREFROM AND THEREOUT that portion of the above described premises dedicated as the private right of way of Buena Vista Drive.

Page 224.

EXCEPTING THEREFROM AND THEREOUT all that property described in a deed between Hospital group of Delaware, Inc. and Lenape Associates Builders, Inc., dated January 24, 1990 and recorded in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware, in Deed Book 995,

BEGINNING at a point in the northwesterly side of Dupont Parkway, U.S. Route 13, at 150 feet wide, at a corner for other lands now or formerly of James G. McMahon, Jr. and Richard L. McMahon, said point being distant the two following described courses and distances measured along the said northwesterly side of the Dupont Parkway from its intersection with the centerline extension of Federal School Road (Road No. 380), at 40 feet wide: (1) North 28° 39' 43", 2006.00 feet more or less to a point, (2) North 28° 40' 15" East, 635.19 feet to the point of Beginning; thence from said point of Beginning along line of lands now or formerly of James G. McMahon and Richard L. McMahon, the following four courses and distances: (1) North 71° 14' 47" West, 248.03 feet to a point; (2) North 18° 45' 13" East, 30.00 feet to a point; (3) North 71° 14' 47" West, 366.23 feet to a point; and (4) North 28° 40' 15" East, 704.47 feet to a point in line of lands now or formerly of Alfred E. Brennan, Trustee for Burnham Farm Trust; thence thereby South 71° 14' 47" East, 627.64 feet to a point in said northwesterly side of Dupont Parkway, U.S. Route 13; thence thereby the following two courses and distances: (1) by the arc of a circle curving to the right having a radius of 5,689.58 feet, an arc distance of 82.17 feet, cord South 28° 15' 15" West, 82.77 feet to a point; and (2) South 28° 40' 15" West, 702.81 feet to the point and place of Beginning.

ALL that certain lot, piece or parcel of land situate in New Castle Hundred, New Castle County and State of Delaware, being Parcel B, as shown on the Record Minor Subdivision Plan of James G. McMahon, Jr., and Richard L. McMahon, Dupont Parkway (U.S. Route 13), prepared by Van Demark & Lynch, Inc., Surveyors of Wilmington, Delaware, dated June 7, 1985, and revised to July 26, 1985, and of record in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Microfilm No. 7702, more particularly bounded and described as follows, to-wit:

EXHIBIT B-1

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All the real property located in the Township of Westhampton, County of Burlington, State of New Jersey and more particularly described as follows:

All that certain lot, tract or parcel of land and premises situate, lying and being in the Township of Westhampton, County of Burlington and State of New Jersey bounded and described according to a minor subdivision plan dated June 1984, made by Richard A. Alaimo Association of Engineers as follows.

BEGINNING at a concrete monument set in the southerly right of way line of Beverly Rancocas Road (variable width) said point being in the division line of Lots 4 and 5 Block 202, Tax Map, thence (1) along said division line, South 17 degrees, 25 minutes 25 seconds West, 1631.44 feet to a concrete monument set in the curved northwesterly line of New Jersey Turnpike (300 feet wide) thence (2) Southwesterly along the said curved line, curving to the right with a radius of 11,850 feet the distance of 775.73 feet to a set concrete monument; thence (3) North 17 degrees 25 minutes 25 seconds East 2020.43 feet to a concrete monument set in the southerly right of way line of Beverly Rancocas Road; thence (4) along said Beverly Rancocas Road, North 84 degrees 59 minutes 48 seconds East, 198.95 feet to a point; thence (5) North 87 degrees 35 minutes 08 seconds East 253.99 feet to a point; thence (6) South 89 degrees 28 minutes 57 seconds East 97.06 feet to the point and place of beginning.

Being part of Lot 4 Block 202 on the Tax Map.

NOTE: Being Lot(s) 4.01, Block 202, Tax Map of the Township of Westhampton.

EXHIBIT B-2

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11/15/2011

11/15/2011

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11/15/2011

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SEE EXHIBIT A FOR PERMANENT TAX NUMBERS

Lots 31 and 32 in Block 12 in Diven's Subdivision of Blocks 12 and 14 in Morton's Subdivision of the East 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 5:

Lot 10 in Block 12 in Diven's Subdivision of Blocks 12 and 14 in Morton's Subdivision of the East 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

Lot 41 in Block 11 in Zealand and Brown's Subdivision of Lots 1, 2 and 3 in Block 11 and Lots 1, 2, and 3 in Block 13 in Morton's Subdivision of the East 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Lots 1 to 9, inclusive, in Hogue's Subdivision of Lots 13 to 19 inclusive in Diven's Subdivision of Block 12 in Morton's Subdivision of the East 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lots 6, 7, 8, 9, 11 and 12 and Lots 20 through 30 and Lots 40 and 41 in Block 12 in Diven's Subdivision of Blocks 12 and 14 in Morton's Subdivision of the East 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

PARCEL 1:

EXHIBIT B-3

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2011/01/27

2011/01/27

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