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SERIES 1990A SUPPLEMENTAL MASTER TRUST INDENTURE,  
MORTGAGE AND SECURITY AGREEMENT

Dated as of April 1, 1990

Among

RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER,

RUSH NORTH SHORE MEDICAL CENTER

and

CONTINENTAL BANK, NATIONAL ASSOCIATION,  
as Master Trustee

\$40.00

Supplementing and amending the Master Trust Indenture dated as of December 1, 1985, recorded as Document Number 85341269 with corrected instrument recorded as Document Number 86035107 and filed as Document LR 3486485 with corrected instrument filed as Document LR 3491663, the Series 1985 Supplemental Master Trust Indenture, Mortgage and Security Agreement also dated as of December 1, 1985, recorded as Document Number 85341270 and filed as Document Number 3486486 and re-filed as Document LR 3499378, the First Series 1987 Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of July 1, 1987, recorded as Document Number 87408578 and filed as Document LR 3637395, the Rush North Shore Supplemental Master Trust Indenture dated as of July 15, 1989, recorded as Document Number 89369343, the Series 1989A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of July 15, 1989, recorded as Document Number 89369344 and filed as Document LR 3816181, and the Series 1989B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of August 15, 1989, recorded as Document Number 89379898 and filed as Document LR 3817691

and

Providing for the Issuance of the Series 1990A Direct Note Obligation of Rush North Shore Medical Center and for the security of the Rush Facilities Mortgage

This instrument was prepared by:  
Tom Arthur  
Gardner, Carton & Douglas  
321 North Clark Street  
Suite 3400  
Chicago, Illinois 60610

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BOX 333

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This SERIES 1990A SUPPLEMENTAL MASTER TRUST INDENTURE, MORTGAGE AND SECURITY AGREEMENT (the "Series 1990A Mortgage"), dated as of April 1, 1990, among RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER, an Illinois not for profit corporation (the "Corporation"), RUSH NORTH SHORE MEDICAL CENTER, an Illinois not for profit corporation ("Rush North Shore"), and CONTINENTAL BANK, NATIONAL ASSOCIATION (formerly Continental Illinois National Bank and Trust Company of Chicago), a national banking institution duly established, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States, with its principal corporate trust office, domicile and post office address at 231 South LaSalle Street, Chicago, Illinois 60697, herein called the "Master Trustee";

## PRELIMINARY STATEMENT

The Corporation and Rush North Shore are authorized by law, and deem it necessary and desirable that they be able, to issue Direct Note Obligations and other evidences of indebtedness (collectively, the "Obligations") of several series in order to secure the financing or refinancing of health care facilities and for other lawful and proper corporate purposes.

The Corporation, as the original Member of an Obligated Group, has heretofore executed and delivered to the Master Trustee that certain Master Trust Indenture dated as of December 1, 1985 (the "Original Master Indenture"), as supplemented and amended by the Series 1985 Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of December 1, 1985 (the "Series 1985 Mortgage") and the First Series 1987 Supplemental Master Trust Indenture, Mortgage and Security Agreement (the "Series 1987 Mortgage"), and the Corporation and Rush North Shore as a new Member of such Obligated Group have heretofore executed and delivered to the Master Trustee the Rush North Shore Supplemental Master Trust Indenture (the "Rush North Shore Supplemental Indenture"), dated as of July 15, 1989, the Series 1989A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated July 15, 1989 (the "Series 1989A Mortgage") and the Series 1989B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of August 15, 1989 (the "Series 1989B Mortgage") (collectively, the "Original Master Indenture, as supplemented to date" and, as further supplemented and amended from time to time, the "Master Indenture") for the purpose of providing for the admission of new Members of the Obligated Group, for the issuing of Obligations in various series, without limit as to principal amount except as therein stated, and for the securing of such Obligations.

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The Original Master Indenture, in Article II thereof, provides for the issuance of "Obligations" thereunder without limitation. Each series of Obligations is to be designated so as to differentiate the Obligations of such series. Each series of Obligations issued thereunder may be secured by security (including, without limitation, liens, letters or lines of credit or insurance) of a Member ("Secured Obligations") which need not extend to any other series of Obligations. The Supplemental Master Indenture pursuant to which any Secured Obligations are issued may provide for supplements and amendments to the Master Indenture to provide for such security.

The Series 1985 Mortgage provided for the issuance of Secured Obligations from time to time by the Corporation or another Member. Secured Obligations were initially issued in two series, designated the Series 1985 A and B Obligations. The Series 1987 Mortgage provided for the issuance of the Corporation's Secured Note designated the Series 1987 Obligation. The Series 1989A Mortgage provided for the issuance of (i) the Corporation's Direct Note Obligation, Series 1989A-1 (the "Series 1989A-1 Obligation"), (ii) Rush North Shore's Direct Note Obligation, Series 1989A-2 (the "Series 1989A-2 Obligation"), (iii) the Credit Agreement constituting the Corporation's Direct Obligation, Series 1989B (the "Series 1989B Obligation") and (iv) Rush North Shore's Direct Note Obligation, Series 1989C (the "Series 1989C Obligation"). The Series 1989B Mortgage provided for the issuance of the Corporation's Series 1989D Direct Note Obligation (the "Series 1989D Obligation"). Secured Obligations are not limited as to the number of additional series to be issued or as to the aggregate principal amount thereof. Additional series of Secured Obligations may be issued pursuant to one or more subsequent Supplemental Master Indentures which may provide for issuance of Secured Obligations equally and ratably secured with the Series 1985 A and B Obligations, the Series 1987 Obligation, the Series 1989A-1 Obligation, the Series 1989A-2 Obligation, the Series 1989B Obligation, the Series 1989C Obligation and the Series 1989D Obligation or which may provide for issuance of Secured Obligations creating separate liens on other properties of one or more Members.

The Illinois Health Facilities Authority (the "Authority") maintains a pooled financing program which was established in 1985 (the "Series 1985D Program") by the issuance of bonds designated as "Illinois Health Facilities Authority Variable Rate Demand Revenue Bonds, Series 1985D (Revolving Fund Pooled Financing Program)." The Authority has determined to assist Rush North Shore by making a loan available to Rush North Shore under the Series 1985D Program to be used for reimbursement of the costs of completing an addition to its Professional

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Building in the aggregate principal amount of \$2,500,000. The Corporation has determined to make borrowings from the Series 1985D Program in the amount of \$2,500,000, to be used as indicated above.

Rush North Shore will issue its Series 1990A Direct Obligation Note in the aggregate principal amount of \$2,500,000 (the "Series 1990A Obligation") under and pursuant to this Series 1990A Mortgage and deliver the Series 1990A Obligation to the Authority pursuant to the Project Loan Agreement Series 1985D dated April 26, 1990 (the "Loan Agreement") between Rush North Shore and the Authority.

Section 415 of the Original Indenture limits the incurrence of Additional Indebtedness by the Corporation or any other Member, and the Corporation, Rush North Shore and the Master Trustee have determined that the Secured Note is Indebtedness permitted to be incurred by the Corporation as Additional Indebtedness pursuant to paragraph (C) of Section 415.

All acts and things necessary to make the Series 1990A Obligation when authenticated by the Master Trustee, as provided in the Master Indenture, the valid, binding and legal obligation of Rush North Shore, secured by the Series 1985 Mortgage, the Series 1987 Mortgage, the Series 1989A Mortgage and the Series 1989B Mortgage, as amended and supplemented by this Series 1990A Mortgage, have in all respects been duly authorized; the Corporation and Rush North Shore, in the exercise of the legal right and power vested in them, execute this Series 1990A Mortgage; and Rush North Shore proposes to make, execute and deliver the Series 1990A Obligation.

## GRANTING CLAUSES

In consideration of the premises, the acceptance of the Series 1990A Obligation by the Authority, the acceptance by the Master Trustee of the trusts hereby created and for other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and any premium which may be due and payable on and the interest on all the Series 1985 A and B Obligations, the Series 1987 Obligation, the Series 1989A-1 Obligation, the Series 1989A-2 Obligation, the Series 1989B Obligation, the Series 1989C Obligation, the Series 1989D Obligation, the Series 1990A Obligation and any other Secured Obligations at any time issued and outstanding and designated by the Corporation, Rush North Shore and by any other member of the Obligated Group as Secured Obligations entitled to the equal and ratable security of the Series 1985 Mortgage as amended and supplemented by the Series 1987 Mortgage, the Series 1989A Mortgage, the Series 1989B Mortgage and by this Series 1990A Mortgage, in accordance with

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their tenor and effect, and in order to secure the performance and observance by the Corporation and Rush North Shore of all the covenants and conditions contained in the 1990A Obligation, the Master Indenture, and the Loan Agreement, the Corporation and Rush North Shore have executed and delivered this Series 1990A Mortgage and by these presents do assign, grant, mortgage, warrant, convey, transfer, pledge, set over and confirm and do grant a security interest unto the Master Trustee and to its successors in the trust hereby created, and to it and its assigns forever, all the Corporation's and Rush North Shore's right, title and interest in, to and under any and all of the following described property (herein the "Mortgaged Property"):

## DIVISION I

The real estate described in Exhibit A hereto, together with the entire interest (whether now owned or hereafter acquired) in and to said real estate and the entire interest of the Corporation and Rush North Shore in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed upon such real estate, including all right, title and interest of the Corporation and Rush North Shore in and to all building materials, building equipment and fixtures of every kind and nature whatsoever on said real estate or in any building, structure or improvement now or hereafter constructed on said real estate, and the reversion or reversions, remainder or remainders, in and to said real estate, and together with the entire interest of the Corporation and Rush North Shore in and to all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to said real estate (including the amendment and supplement to the Declaration of Easement among the Corporation, the Authority and the trustee under the 1976 Indenture dated as of March 1, 1979 and recorded as document 24957556 in the Office of the Recorder of Deeds and filed as LR 3091245 in the Office of the Registrar of Titles, Cook County, Illinois on May 11, 1979), belonging or in any wise appertaining thereto, and all right, title and interest of the Corporation or Rush North Shore in and to any streets, ways or alleys adjoining said real estate or any part thereof including all bridges thereover and tunnels thereunder, including without limitation all claims or demands whatsoever of the Corporation or Rush North Shore either in law or in equity, in possession or expectancy of, in and to said real estate, it being the intention of the parties hereto that so far as may be permitted by law, all tangible property now owned or hereafter acquired by the Corporation, Rush North Shore or any other Member and affixed to or attached to said real estate shall be deemed to be, and shall be considered as, fixtures and appurtenances to said real estate of the Corporation, Rush North Shore or any

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other Member; provided, however, that food service equipment, television service equipment, x-ray, radiological, surgical, laboratory, radioisotope and similar medical equipment which may be attached or affixed to said real estate shall not be deemed to be fixtures to said real estate unless such equipment cannot be removed and the structures restored without material damage to said real estate;

SUBJECT, HOWEVER, to Permitted Encumbrances, as defined in Article I of the Master Indenture;

## DIVISION II

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Corporation, Rush North Shore or any other Member or by anyone in their behalf to the Master Trustee, including, without limitation, funds of the Corporation, Rush North Shore or any other Member held by the Master Trustee as security for the Secured Obligations.

TO HAVE AND TO HOLD all and singular, the Mortgaged Property, whether now owned or hereafter acquired, unto the Master Trustee, its successors and assigns forever; provided, however, that this Series 1990A Mortgage is upon the express condition that if the Corporation, Rush North Shore and the other Members shall pay or cause to be paid all indebtedness secured by the Series 1985 Mortgage, the Series 1987 Mortgage, the Series 1989A Mortgage, the Series 1989B Mortgage and under this Series 1990A Mortgage and shall keep, perform and observe all and singular the covenants and promises in the Series 1985 A and B Obligations, the Series 1987 Obligation, the Series 1989A-1 Obligation, the Series 1989A-2 Obligation, the Series 1989B Obligation, the Series 1989C Obligation, the Series 1989D Obligation, the Series 1990A Obligation or any other Secured Obligations hereinafter issued under the Master Indenture which the Corporation may designate to be secured under the Series 1985 Mortgage, the Series 1987 Mortgage, the Series 1989A Mortgage, the Series 1989B Mortgage and under this Series 1990A Mortgage and in the Series 1985 Mortgage, the Series 1987 Mortgage, the Series 1989A Mortgage, the Series 1989B Mortgage or in this Series 1990A Mortgage or in the Loan Agreement expressed to be kept, performed and observed by the Corporation, then the Series 1985 Mortgage, the Series 1987 Mortgage, the Series 1989A Mortgage, the Series 1989B Mortgage and this Series 1990A Mortgage and the rights thereby granted shall cease, determine and be void, otherwise to remain in full force and effect.

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The lien and priority of the Series 1985 Mortgage, the Series 1987 Mortgage, the Series 1989A Mortgage, the Series 1989B Mortgage and this Series 1990A Mortgage at its inception shall equally and ratably extend to all amounts payable by the Corporation, Rush North Shore or any other Member from time to time under the Series 1985 A and B Obligations, the Series 1987 Obligation, the Series 1989A-1 Obligation, the Series 1989A-2 Obligation, the Series 1989B Obligation, the Series 1989C Obligation, the Series 1989D Obligation, the Series 1990A Obligation or any Secured Obligations hereinafter issued under the Master Indenture which the Corporation, Rush North Shore or any other Member of the Obligated Group may designate by execution and delivery of a Supplemental Master Trust Indenture with respect thereto to be secured under the Series 1985 Mortgage, the Series 1987 Mortgage, the Series 1989A Mortgage, the Series 1989B Mortgage and this Series 1990A Mortgage. The lien and priority of any Supplemental Master Indenture which the Corporation may designate to add security hereto at its inception shall equally and ratably extend to such Series 1985 A and B Obligations, the Series 1987 Obligation, the Series 1989A-1 Obligation, the Series 1989A-2 Obligation, the Series 1989B Obligation, the Series 1989C Obligation, the Series 1989D Obligation, the Series 1990A Obligation or any Secured Obligations hereinafter issued under the Master Indenture which the Corporation may designate to be secured under the Series 1985 Mortgage, the Series 1987 Mortgage, the Series 1989A Mortgage, the Series 1989B Mortgage and this Series 1990A Mortgage.

The Corporation, Rush North Shore and the Master Trustee hereby further covenant and agree as follows:

## ARTICLE I.

### DEFINITIONS

SECTION 1.1 Definitions. The terms used in this Series 1990A Mortgage, unless the context requires otherwise, shall have the same meanings set forth in the Preliminary Statement and in the Original Master Indenture as supplemented to date. All accounting terms not otherwise defined in such Indentures or herein shall have the meanings assigned to them in accordance with generally accepted accounting principles in effect from time to time. In addition, the following words and terms as used herein shall have the following meanings unless the context or use indicates another meaning or intent:

"Hospital Facilities" means the Land and all buildings, improvements and fixtures (excluding personal property and equipment which are not fixtures and may be removed without damage to the real estate) now or hereafter located on the Land.

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"Land" means the real estate described in Exhibit A to this Series 1990A Mortgage and all improvements and fixtures, unless released under the provisions of Section 4.2.

"Loan Agreement" means the Project Loan Agreement Series 1985D dated April 26, 1990 between Rush North Shore and the Authority.

"Mortgaged Property" means the Land and other property described in the granting clauses of this Series 1990A Mortgage and any and all other property from time to time hereafter delivered as additional security pursuant to such granting clauses and this Series 1990A Mortgage unless released under the provisions of Section 4.2.

"Rush Facilities Mortgage" means the first mortgage lien on the Mortgaged Property secured pursuant to the Series 1985 Mortgage, the Series 1987 Mortgage, the Series 1989A Mortgage, the Series 1989B Mortgage and this Series 1990A Mortgage, and subsequent Supplemental Master Indentures, if any, pursuant to which the Corporation, Rush North Shore or another Member shall designate Obligations thereunder to be secured equally and ratably with the Series 1985 A and B Obligations, the Series 1987 Obligation, the Series 1989A-1 Obligation, the Series 1989A-2 Obligation, the Series 1989B Obligation, the Series 1989C Obligation, the Series 1989D Obligation and the Series 1990A Obligation.

"Rush Mortgage Obligations" means the Series 1985 A and B Obligations, the Series 1987 Obligation, the Series 1989A-1 Obligation, the Series 1989A-2 Obligation, the Series 1989B Obligation, the Series 1989C Obligation, the Series 1989D Obligation, the Series 1990A Obligation and other Obligations, if any, issued pursuant to the Rush Facilities Mortgage.

"Secured Obligations" means the Series 1985 A and B Obligations, the Series 1987 Obligation, Series 1989A-1 Obligation, Series 1989A-2 Obligation, Series 1989B Obligation, Series 1989C Obligation, the Series 1989D Obligation, the Series 1990A Obligation and other Secured Obligations issued as provided in Section 208 of the Original Master Indenture secured by security (including, without limitation, liens, letters or lines of credit or insurance) of the Corporation or of another Member.

"Series 1985 Mortgage" means the Series 1985 Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of December 1, 1985.

"Series 1987 Mortgage" means the First Series 1987 Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of July 1, 1987.

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"Series 1989A Mortgage" means the Series 1989A Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of July 15, 1989.

"Series 1989B Mortgage" means the Series 1989B Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of August 15, 1989.

"Series 1990A Mortgage" means this Series 1990A Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of April 1, 1990.

"Series 1985 A and B Obligations" means the obligations defined in the Series 1985 Mortgage.

"Series 1987 Obligation" means the Secured Note defined in the Series 1987 Mortgage.

"Series 1989A-1 Obligation" means the Rush-Presbyterian-St. Luke's Medical Center Direct Note Obligation, Series 1989A-1, defined in the Series 1989A Mortgage.

"Series 1989A-2 Obligation" means the Rush North Shore Medical Center Direct Note Obligation, Series 1989A-2, defined in the Series 1989A Mortgage.

"Series 1989B Obligation" means the Credit Agreement defined in the Series 1989A Mortgage.

"Series 1989C Obligation" means the Rush North Shore Medical Center Direct Note Obligation, Series 1989C, defined in the Series 1989A Mortgage.

"Series 1989D Obligation" means the Rush-Presbyterian-St. Luke's Medical Center Direct Note Obligation, Series 1989D, defined in the Series 1989B Mortgage.

"Series 1990A Obligation" means the Rush North Shore Medical Center Direct Note Obligation, Series 1990A, defined in this Series 1990A Mortgage.

SECTION 1.2 Construction of References. All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Series 1990A Mortgage as a whole and not to any particular Article, Section or subdivision unless the context indicates otherwise.

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## ARTICLE II.

### THE SERIES 1990A OBLIGATION

SECTION 2.1 Creation and Terms of the Series 1990A Obligation. There is hereby created an Obligation, designated the "Rush-Presbyterian-St. Luke's Medical Center Series 1990A Direct Note Obligation", which is referred to in this Series 1990A Mortgage as the "Series 1990A Obligation". The Series 1990A Obligation shall be substantially in the form set forth as Exhibit B hereto, shall be executed, authenticated and delivered in accordance with Article II of the Original Master Indenture, shall constitute an "Accelerable Instrument" hereunder, shall be issuable as one registered Obligation, without coupons. The principal amount of \$2,500,000, shall be dated the date of issuance, and shall bear interest from the date of issuance at the rate or rates per annum on the unpaid balance until paid as calculated and billed pursuant to the Loan Agreement. The said principal and interest shall be payable as Loan Repayments (i) in 45 monthly installments (for the period from April 30, 1990 through December 31, 1993) consisting of principal in the monthly amount of \$6,944.44, (ii) in 59 monthly installments (for the period January 31, 1994 through November 30, 1998) consisting of principal in the monthly amount of \$36,458.34, and (iii) the final monthly installment due on December 31, 1998, in the amount of \$36,458.14.

SECTION 2.2 Conditions Precedent to Issuance of the Series 1990A Obligation. The Series 1990A Obligation shall not be issued until all conditions precedent to the purchase of the Series 1990A Obligation by the Authority from Rush North Shore pursuant to the Loan Agreement and the Master Indenture as supplemented to date (including, without limitation, the matters set forth in Section 701 of the Original Master Indenture) shall have been satisfied or waived by the proper party or parties thereto.

SECTION 2.3 Designation by the Corporation and Rush North Shore. Pursuant to Section 2.3 of the Series 1985 Mortgage, the Corporation and Rush North Shore hereby designate the Series 1990A Obligation as an additional series of Secured Obligations to be issued and equally and ratably secured by the Series 1985 Mortgage, as supplemented by the Series 1987 Mortgage, the Series 1989A Mortgage, the Series 1989B Mortgage and this Series 1990A Mortgage.

## ARTICLE III.

### PREPAYMENT OF THE SERIES 1990A OBLIGATION

The Series 1990A Obligation shall be subject to prepayment prior to maturity, in whole or in part, in certain required

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installments as set forth herein in Section 2.1 and in the Series 1990A Obligation and shall also be prepayable in optional prepayments as provided in Article VIII of the Loan Agreement.

## ARTICLE IV.

### INCORPORATION OF TERMS AND PROVISIONS OF SERIES 1989A MORTGAGE AND AMENDMENT OF DEFINITIONS

SECTION 4.1 Covenants and Agreements. The covenants and agreements of the Corporation contained in Article V of the Series 1989A Mortgage with respect to the Mortgaged Property and any additional property are incorporated herein by reference.

SECTION 4.2 Release and Substitution of Property. The conditions for release and substitution of the Hospital Facilities or other real property subject to the lien of the Series 1989A Mortgage, as supplemented by the Series 1989B Mortgage and by this Series 1990A Mortgage, contained in Article VI of the Series 1989A Mortgage are incorporated herein by reference.

SECTION 4.3 Additional Remedies. The separate and additional remedies set forth in Article VIII of the Series 1989A Mortgage, which are applicable to the holder of the Series 1990A Obligation (as a holder of one of the Obligations secured by the Series 1985 Mortgage, as supplemented by the Series 1987 Mortgage, the Series 1989A Mortgage, the Series 1989B Mortgage and this Series 1990A Mortgage), are incorporated herein by reference.

SECTION 4.4 Definitions. The definitions of "Rush Facilities Mortgage", "Rush Mortgage Obligations" and "Secured Obligations" contained in the Series 1989A Mortgage are hereby amended to have the respective meanings thereof set forth herein in Section 1.1.

## ARTICLE V. MISCELLANEOUS PROVISIONS

SECTION 5.1 Covenant to Pay the Series 1990A Obligation. The Corporation and Rush North Shore agree that they will duly and punctually pay the principal of and premium, if any, and interest on the Series 1990A Obligation on the dates, at the times and at the place and in the manner provided in the Series 1990A Obligation, the Rush Facilities Mortgage and the Original Master Indenture, when and as the same become payable, whether at maturity, upon call for redemption, by acceleration of maturity or otherwise, according to the true

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intent and meaning thereof and hereof. In addition, each Person becoming a Member of the Obligated Group pursuant to Section 404 of the Original Master Indenture will unconditionally and irrevocably agree to make payments upon the Series 1990A Obligation.

SECTION 5.2 Incorporation of the Master Indenture. The provisions of the Master Indenture as supplemented to date are incorporated herein by reference, and in all respects not inconsistent with the terms and provisions of this Series 1990A Mortgage, the Master Indenture is as supplemented to date hereby ratified, approved and confirmed.

IN WITNESS WHEREOF, RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER has caused these presents to be signed in its name and on its behalf by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, RUSH NORTH SHORE MEDICAL CENTER has caused these presents to be signed in its name and on its behalf by its Vice President and its corporate seal to be hereunto affixed and attested by its Secretary, and, to evidence its acceptance of the trusts hereby created, CONTINENTAL BANK, NATIONAL ASSOCIATION has caused these presents to be signed in its name and on its behalf by its Vice President, its official seal to be hereunto affixed, and the same to be attested by its Trust Officer, all as of the day and year first above written.

RUSH-PRESBYTERIAN-ST. LUKE'S  
MEDICAL CENTER

By Donald B. Oden  
Its Senior Vice President

(SEAL)

Attest:

Thomas Attwell

Its Assistant Secretary

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RUSH NORTH SHORE MEDICAL CENTER

By *James T. [Signature]*  
Its Vice President-Finance

(SEAL)

Attest:

*[Signature]*  
Its Secretary

CONTINENTAL BANK, NATIONAL ASSOCIATION

By *[Signature]*  
Its Vice President

(SEAL)

Attest:

*[Signature]*  
Its Trust Officer

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## EXHIBIT A

[Atrium Building]  
1650 W. Harrison St.  
Chicago, Illinois

### Parcel 1

A TRACT OF LAND IN THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST CONGRESS PARKWAY (66 FEET WIDE) AND THE CENTER LINE OF A NORTH AND SOUTH VACATED ALLEY IN BLOCK 12 IN ASHLAND ADDITION TO CHICAGO, BEING OGDENS SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 18, SAID ALLEY VACATED BY ORDINANCE PASSED JANUARY 20, 1960 AS PER DOCUMENT 17320686; THENCE SOUTH 00 DEGREES 08 MINUTES 03 SECONDS WEST ALONG THE CENTER LINE OF SAID VACATED ALLEY, A DISTANCE OF 97.70 FEET; THENCE CONTINUING ALONG SAID CENTER LINE A BEARING OF SOUTH 17 DEGREES 36 MINUTES 07 SECONDS WEST, A DISTANCE OF 5.83 FEET; THENCE CONTINUING ALONG SAID CENTER LINE A BEARING OF SOUTH 00 DEGREES 08 MINUTES 03 SECONDS WEST A DISTANCE OF 86.70 FEET TO A POINT ON THE MOST SOUTHERLY NORTH LINE OF LOT 7 IN THE SUBDIVISION (BY SANDS) OF LOT 5 IN ELLIOT'S RESUBDIVISION OF PART OF BLOCK 12 IN "ASHLAND ADDITION TO CHGO" BEING OGDEN'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 18; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SAID MOST SOUTHERLY NORTH LINE OF LOT 7, A DISTANCE OF 1.85 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF THE EAST 8.25 FEET OF SAID VACATED ALLEY, A DISTANCE OF 11 FEET TO THE WESTERLY EXTENSION OF THE MOST NORTHERLY NORTH LINE OF SAID LOT 7; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY EXTENSION OF LOT 7, A DISTANCE OF 8.25 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 10.4 FEET OF SAID LOT 7; THENCE SOUTH 00 DEGREES 05 MINUTES 17 SECONDS WEST ALONG THE SAID EAST LINE AND THE NORTHERLY EXTENSION OF SAID EAST LINE OF THE WEST 10.4 FEET OF LOT 7 A DISTANCE OF 111.17 FEET TO THE NORTH LINE OF WEST HARRISON STREET (66 FEET WIDE); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID WEST HARRISON STREET, A DISTANCE OF 526.74 FEET TO THE EAST LINE OF VACATED SOUTH MARSHFIELD AVENUE (66 FEET WIDE) SAID SOUTH MARSHFIELD AVENUE VACATED BY ORDINANCE PASSED JUNE 7, 1978 AS PER DOCUMENT NUMBER 24688186; THENCE NORTH 00 DEGREES 01 MINUTES 14 SECONDS EAST ALONG THE EAST LINE OF SAID MARSHFIELD AVENUE, A DISTANCE OF 290.30 FEET TO THE SOUTH LINE OF SAID WEST CONGRESS PARKWAY; THENCE SOUTH 89 DEGREES 58 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF SAID CONGRESS PARKWAY, A DISTANCE OF 534.62 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

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[Parking Garage]  
601 South Paulina  
Chicago, Illinois 60612

## Parcel 2

A TRACT OF LAND IN THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THAT PART OF BLOCKS 1 AND 2 AND VACATED STREETS AND ALLEYS (ALL TAKEN AS A TRACT) IN SUTTON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 1, 2 AND 3 IN THE ASSESSOR'S DIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOTS 28 TO 32 AND THE NORTH 10 FEET OF LOT 27 IN BLOCK 2 IN SUTTON'S ADDITION TO CHICAGO; THENCE EAST ALONG THE NORTH LINE OF BLOCKS 1 AND 2 (AND THEIR EXTENSIONS) TO A POINT, 8.25 FEET EAST OF THE NORTH EAST CORNER OF LOT 1 IN THE SUBDIVISION OF LOTS 25 TO 32 BOTH INCLUSIVE, IN BLOCK 1 IN SUTTON'S ADDITION AFORESAID; THENCE SOUTH ALONG THE CENTER LINE OF THE VACATED 16.50 FOOT ALLEY TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 11 IN BLOCK 1 IN SUTTON'S ADDITION AFORESAID; THE EAST 8.25 FEET TO THE NORTH WEST CORNER OF LOT 11; THENCE SOUTH ALONG THE WEST LINE OF LOTS 11 THROUGH 16 BOTH INCLUSIVE, IN BLOCK 1 IN SUTTON'S ADDITION AFORESAID, TO THE SOUTH WEST CORNER OF LOT 16 IN BLOCK 1 IN SUTTON'S ADDITION AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF SAID BLOCKS 1 AND 2 (AND THEIR EXTENSIONS) TO THE SOUTH WEST CORNER OF LOT 17 IN BLOCK 2 IN SUTTON'S ADDITION AFORESAID; THENCE NORTH ALONG THE WEST LINE OF BLOCK 2 TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

[Academic Facility]  
600 South Paulina  
Chicago, Illinois 60612

## Parcel 3

A PARCEL OF LAND IN THE EAST 1/2 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CONTAINING THAT PART OF WEST HARRISON STREET VACATED ABOVE CERTAIN ELEVATIONS AS PER ORDINANCE RECORDED AS DOCUMENT NUMBER 23002397; ALSO, PART OF WEST HARRISON STREET DEDICATED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 18871919 AND VACATED BY ORDINANCE RECORDED AS DOCUMENT 23002397; ALSO, THE EAST 1/2 OF A 16.50 FOOT WIDE NORTH AND SOUTH VACATED ALLEY, SAID ALLEY HAVING BEEN VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 18915082; ALSO PART OF THE NORTH 1/2 OF VACATED WEST FLOURNOY STREET VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 23002397; ALSO, LOTS 1 TO 16 IN BLOCK 3 OF SUTTON'S ADDITION TO

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CHICAGO IN THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 18, (LOTS 13 TO 16 THEREON HAVING BEEN RESUBDIVIDED INTO LOTS 1 TO 7 BOTH INCLUSIVE, IN WILLIAM FALLOW'S SUBDIVISION OF SAID LOTS 13 TO 16 AFORESAID), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF LOT 12 OF SUBDIVISION OF LOT 5 IN BLOCK 12 IN ELLIOT'S RESUBDIVISION OF PARTS OF BLOCKS 12 AND 13 IN ASHLAND ADDITION TO CHICAGO, BEING THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 AND A FRACTION IN THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 18; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF WEST HARRISON STREET (66 FEET WIDE) EXTENDED EASTERLY, A DISTANCE OF 0.66 FEET TO THE WEST LINE OF SOUTH PAULINA STREET (66 FEET WIDE) EXTENDED NORTHERLY; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTH PAULINA STREET AND ITS NORTHERLY EXTENSION, A DISTANCE OF 501.20 FEET TO THE CENTER LINE OF SAID VACATED WEST FLOURNOY STREET; THENCE NORTH 89 DEGREES 56 MINUTES 45 SECONDS WEST ALONG SAID CENTER LINE, A DISTANCE OF 133.75 FEET TO A POINT IN THE SOUTH EXTENSION OF THE CENTER LINE OF SAID VACATED 16.50 FOOT WIDE ALLEY; THENCE NORTH 00 DEGREES 01 MINUTES 11 SECONDS WEST ALONG SAID CENTER LINE OF SAID VACATED ALLEY AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 464.37 FEET TO A POINT 34.69 FEET NORTH OF THE SOUTH LINE OF SAID WEST HARRISON STREET, AS SAID SOUTH LINE OF WEST HARRISON STREET WAS ESTABLISHED BY DEDICATION RECORDED AS DOCUMENT 18871919; THENCE NORTH 47 DEGREES 56 MINUTES 00 SECONDS WEST, A DISTANCE OF 54.78 FEET TO THE NORTH LINE OF SAID WEST HARRISON STREET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF WEST HARRISON STREET, A DISTANCE OF 173.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART THEREOF LYING IN VACATED HARRISON STREET ACCRUING OF LOTS 5, 6 AND THE WEST 10.4 FEET OF LOT 7 IN THE SUBDIVISION OF LOT 5 OF BLOCK 12 IN ELLIOT'S RESUBDIVISION OF PART OF BLOCKS 12 AND 13 OF ASHLAND ADDITION TO CHICAGO), IN COOK COUNTY, ILLINOIS.

17-18-250-006  
17-18-250-007  
17-18-250-008  
17-18-250-015  
17-18-250-016  
17-18-250-017  
17-18-405-034  
17-18-405-035  
17-18-406-027  
17-18-406-028  
17-18-406-029  
17-18-407-032  
17-18-407-033

17-18-251-003  
17-18-252-001  
17-18-405-016  
17-18-405-023  
17-18-405-024  
17-18-405-025  
17-18-405-026  
17-18-405-027  
17-18-502-002  
17-18-502-003  
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17-18-502-006

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Chicago, Illinois

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## EXHIBIT B

(FORM OF NOTE)

[This Obligation has not been registered under the Securities Act of 1933.]

### RUSH NORTH SHORE MEDICAL CENTER

DIRECT NOTE OBLIGATION, SERIES 1990A  
(Illinois Health Facilities Authority Series 1985D Program)

No. R-1

\$2,500,000

RUSH NORTH SHORE MEDICAL CENTER, an Illinois not for profit corporation ("Rush North Shore"), for value received, hereby promises to pay to the ILLINOIS HEALTH FACILITIES AUTHORITY (the "Authority"), or registered assigns, the principal sum of Two Million Five Hundred Thousand and no/100 Dollars (\$2,500,000.00), with interest accrued from the date hereof at the rate or rates per annum on the unpaid balance until paid as calculated and billed pursuant to the Project Loan Agreement Series 1985D dated as of April 26, 1990 (the "Loan Agreement"), between Rush North Shore and the Authority. The said principal and interest shall be payable as Loan Repayments (a) in 45 monthly installments (for the period April 30, 1990 through December 31, 1993) consisting of principal in the monthly amount of Six Thousand Nine Hundred Forty-four and 44/100 Dollars (\$6,944.44), (b) in 59 monthly installments (for the period January 31, 1994 through November 30, 1998) consisting of principal in the monthly amount of Thirty-six Thousand Four Hundred Fifty-eight and 34/100 Dollars (\$36,458.34), and (c) the final monthly installment due on December 31, 1998, in the amount of Thirty-six Thousand Four Hundred Fifty-eight and 14/100 Dollars (\$36,458.14). Principal installments shall be due and payable on the last business day of each month commencing April 30, 1990. Interest shall be due and payable upon receipt of a bill therefor, but in any event no later than the 20th day of the month following the month during which such interest accrued. The final payment of principal hereof and interest hereon shall be due and payable in the amount of Thirty-six Thousand Four Hundred Fifty-eight and 14/100 Dollars (\$36,458.14) on December 31, 1998. In the event this Note shall be assigned to the Bank (as defined in the Loan Agreement) as described in Section 5.02 of the Loan Agreement, it shall bear interest at the Corporate Base Rate (as defined in the Loan Agreement).

All Loan Repayments shall be payable at the principal corporate trust office of American National Bank and Trust Company

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of Chicago, Chicago, Illinois or such other place as the Authority may designate in writing, unless this Note has been assigned to the Bank, in which event Loan Repayments shall be payable at the principal office of The First National Bank of Chicago.

This Note is a full and unlimited obligation of the Rush North Shore issued under the Master Indenture described below pursuant to the Loan Agreement, the terms, provisions and requirements of which documents, including those in connection with default by Rush North Shore, are incorporated hereby by reference.

If any payment due hereunder, except the final payment, shall not be paid by the 20th day of the month following the month in which such payment became due in the case of principal or with respect to which such payment was billed in the case of interest, a penalty of 5% of the unpaid amount thereof shall be assessed, and if any Loan Repayment, except the final Loan Repayment, shall not be paid by the first day of the next succeeding month, it may, in accordance with the Loan Agreement, be declared in default. If any Loan Repayment hereunder is in default, all succeeding Loan Repayments must be made on the day on which they are due and payable until the defaulted Loan Repayment has been paid.

This Series 1990A Obligation is issued under and secured by and entitled to the security of the Master Trust Indenture dated as of December 1, 1985, duly executed and delivered by Rush-Presbyterian-St. Luke's Medical Center ("RPSLMC") to Continental Bank, National Association, as Master Trustee (the "Master Trustee"), as supplemented and amended by the Series 1985 Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of December 1, 1985 and the First Series 1987 Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of July 1, 1987 executed and delivered by RPSLMC to the Master Trustee, and as further supplemented and amended by the Rush North Shore Supplemental Master Trust Indenture dated as of July 15, 1989, which provided for Rush North Shore to become a Member of an Obligated Group thereunder, the Series 1989A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of July 15, 1989, the Series 1989B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of August 15, 1989 and the Series 1990A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of April 1, 1990, executed and delivered by RPSLMC and Rush North Shore to the Master Trustee. The Master Indenture as so supplemented is referred to as the "Master Indenture".

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RPSLMC and Rush North Shore are the only Members of an Obligated Group (as such terms are defined in the Master Indenture). Members of the Obligated Group jointly and severally agree under the Master Indenture to be liable on all Obligations issued under the Master Indenture. Reference is made to the Master Indenture for the provisions, among others, with respect to the nature and extent of the security for this Series 1990A Obligation, the rights, duties and obligations of the Members of the Obligated Group and the Master Trustee and the rights of the holder of the Series 1990A Obligation, and to all the provisions of which the holder hereof by the acceptance of this Series 1990A Obligation assents.

This Series 1990A Obligation is transferable by the registered holder hereof in person or by duly authorized attorney at the principal office of the Master Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Master Indenture, and upon surrender and cancellation of this Series 1990A Obligation. Upon such transfer a new registered Obligation or Obligations without coupons of the same series and of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Master Trustee may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and the Master Trustee shall not be affected by any notice to the contrary.

The Series 1990A Obligation is issuable as a single fully registered Obligation without coupons in the amount of \$2,500,000. The Series 1990A Obligation may not be exchanged for coupon Obligations.

The principal of this Series 1990A Obligation is subject to prepayment by the Obligated Group from time to time in the manner and under the circumstances set forth in the Loan Agreement.

Under the terms of the Master Indenture, provision for payment of all or a portion of the Series 1990A Obligation or any Obligation may be made in the manner and with the effect provided therein.

The holder of this Series 1990A Obligation shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided

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in the Master Indenture. In certain events (including without limitation the occurrence of an "event of default" as defined in the Master Indenture), on the conditions, in the manner and with the effect set forth in the Master Indenture, the outstanding principal of the Series 1990A Obligation may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Master Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Master Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Series 1990A Obligation, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 1990A Obligation have been duly authorized by resolution of the Member of the Obligated Group signing this Obligation.

No recourse shall be had for the payment of the principal of, premium or interest on this Series 1990A Obligation or for any claim based hereon or upon any obligation, covenant or agreement in the Master Indenture contained against any past, present or future officer, member, employee, director or agent of any Member of the Obligated Group or any incorporator, officer, director, member, employee or agent of any successor corporation or body politic, as such, either directly or through any Member of the Obligated Group or any such successor corporation under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, directors, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Master Indenture and the issuance of this Series 1990A Obligation.

The Obligated Group hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Master Trustee to any Member of the Obligated Group.

This Series 1990A Obligation shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Master Indenture until the certificate of authentication hereon shall have been duly executed by the Master Trustee.

IN WITNESS WHEREOF, Rush North Shore Medical Center has caused this Obligation to be executed in its name and on its behalf by the signature of its Financial Vice President and has

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caused its seal to be manually affixed hereto, and attested by the manual signature of its Secretary, all as of the \_\_\_\_ day of April, 1990.

RUSH NORTH SHORE MEDICAL CENTER

By \_\_\_\_\_  
Vice President-Finance

(SEAL)

Attest.

\_\_\_\_\_  
Secretary

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## Certificate of Authentication

This Obligation is one of the Obligations described in the within-mentioned Master Indenture.

CONTINENTAL BANK, NATIONAL  
ASSOCIATION, as Master Trustee

By \_\_\_\_\_  
Authorized Officer or Signer

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