

UNOFFICIAL COPY

HEA/PHF/000026-1/1/041588

52440432

3 2 4 1 0 4 3 2

1988 JUN 17 PM 3:28

92440432

4300
JL

FIRST SUPPLEMENTAL TRUST INDENTURE

AMONG

ILLINOIS HEALTH FACILITIES AUTHORITY

AND

THE FIRST NATIONAL BANK OF CHICAGO,

as Original Trustee

AND

LASALLE NATIONAL BANK,

as Successor Trustee

DATED AS OF APRIL 15, 1988

Supplementing Trust Indenture dated as of August 1, 1977 creating Illinois Health Facilities Authority Revenue Bonds, Series 1977 (Swedish Covenant Hospital Project)

This Instrument was prepared by:
AND MAIL TO:
Lynn Leland Coe
F. Henry Kleschen III
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

52440432

Bot 333

73 73 300 A1

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 2 4 4 0 4 3 2

THIS FIRST SUPPLEMENTAL TRUST INDENTURE dated as of April 15, 1988 (the "First Supplemental Indenture"), among the ILLINOIS HEALTH FACILITIES AUTHORITY, a body politic and corporate and an instrumentality of the State of Illinois (the "Authority"), THE FIRST NATIONAL BANK OF CHICAGO, a national banking corporation duly established and existing under the laws of the United States of America, with its principal office, domicile and place of business at One First National Plaza, Chicago, Illinois 60670, herein called the "Original Trustee," and LASALLE NATIONAL BANK, a national banking association duly established, existing and authorized to accept and execute trusts of the character set out herein and in the Indenture (as hereinafter defined) under and by virtue of the laws of the United States of America, with its principal office, domicile and place of business at 135 South LaSalle Street, Chicago, Illinois 60603, herein called the "Successor Trustee;"

W I T N E S S E T H :

WHEREAS, the Authority is a body politic and corporate of the State of Illinois (the "State") created under the Illinois Health Facilities Authority Act (said Act as the same may from time to time be amended being hereinafter called the "Act"); and

WHEREAS, the Authority is authorized under the Act, among other things, to finance and refinance the cost of health facilities owned and operated by not for profit health institutions, to issue bonds for the purpose of loaning funds to said institutions for such purpose and for the purpose of refunding its bonds theretofore issued for such purpose, such bonds to be secured by instruments evidencing and securing such loans to said institutions and to be payable solely out of the payments made by such institutions thereon, and to enter into a trust indenture providing for the issuance of such bonds and for their payment and security; and

WHEREAS, the Authority has heretofore executed and delivered to the Original Trustee that certain Trust Indenture dated as of August 1, 1977 (the "Indenture") for the purpose of providing for the issuance of its Revenue Bonds, Series 1977 (Swedish Covenant Hospital Project), herein called the "Series 1977 Bonds," in the aggregate principal amount of \$32,745,000; and

WHEREAS, the Original Trustee has notified the Authority pursuant to Section 806 of the Indenture of its resignation as trustee under the Indenture; and

WHEREAS, the Authority, in order to fill the vacancy created by such resignation, now desires to appoint the Successor

52440432

UNOFFICIAL COPY

9 1 7 1 0 1 8 2

Trustee as successor trustee to the Original Trustee, pursuant to Section 808 of the Indenture, and the Successor Trustee desires to accept such appointment; and

WHEREAS, the Original Trustee desires to resign as principal paying agent and bond registrar under the Indenture; and

WHEREAS, the Authority desires to appoint the Successor Trustee as principal paying agent and bond registrar under the Indenture, and the Successor Trustee desires to accept such appointment; and

WHEREAS, this First Supplemental Indenture is entered into for the purpose of accepting the resignation of the Original Trustee and appointing the Successor Trustee as successor trustee, principal paying agent and bond registrar under the Indenture; and

WHEREAS, all requirements and conditions prescribed by law for the validity of this First Supplemental Indenture as a binding and legal instrument have been satisfied and fulfilled and the execution and delivery of this First Supplemental Indenture have been duly authorized; and

NOW, THEREFORE, IT IS HEREBY COVENANTED, DECLARED AND AGREED by and among the parties hereto that all the trust estate is to be held and applied as provided herein and in the Indenture, and the Authority, for itself and its successors, does hereby covenant and agree to and with the Original Trustee and the Successor Trustee, and its respective successors in said trust, for the benefit of those who shall hold the Series 1977 Bonds and the coupons appurtenant thereto, or any of them, as follows:

ARTICLE I

Appointment of Successor Trustee

Section 101. The Successor Trustee hereby represents and warrants that (a) it is a national banking association duly established, existing and authorized to accept and execute trusts of the character set out herein and in the Indenture, is subject to examination by federal authorities, is in good standing in the State of Illinois and has a reported capital and surplus of not less than \$10,000,000, and thus is qualified to act as trustee under the Indenture, pursuant to Section 808 thereof, and (b) it has been authorized by all necessary corporate action to enter into this First Supplemental Indenture and to accept its appointment as successor trustee, principal paying agent and bond registrar under the Indenture.

Section 102. The Authority, pursuant to Section 808 of the Indenture, hereby appoints the Successor Trustee as successor trustee under the Indenture to fill the vacancy created by the resignation of the Original Trustee.

Section 103. The Successor Trustee hereby accepts and agrees to its appointment as successor trustee to the Original Trustee under the Indenture. The Successor Trustee accepts and agrees to execute the trusts imposed upon it by the Indenture, but only upon the terms and conditions set forth herein and therein.

Section 104. The Original Trustee hereby assigns, transfers and delivers to the Successor Trustee all of its estates, properties, rights, powers, trusts, duties and obligations as trustee under the Indenture with like effect as if the Successor Trustee had originally been named as trustee in the Indenture and the Original Trustee hereby assigns, transfers and delivers to the Successor Trustee all securities, cash and other properties held by the Original Trustee under the Indenture.

Section 105. Due to the resignation of the Original Trustee, and its related desire to resign as principal paying agent and bond registrar for and in respect to the Series 1977 Bonds, the Authority hereby approves, confirms and appoints the Successor Trustee as principal paying agent and bond registrar for and in respect to the Series 1977 Bonds pursuant to the Indenture. The Successor Trustee hereby accepts its appointment as principal paying agent and bond registrar for and in respect to the Series 1977 Bonds.

Section 106. The Successor Trustee hereby agrees, as soon as practicable following the execution and delivery hereof, to notify the holders of the Series 1977 Bonds of the acceptance by the Successor Trustee of its appointment as successor trustee under the Indenture pursuant to Section 808 of the Indenture. Such notice will be given by registered or certified mail to each registered owner of Series 1977 Bonds then outstanding and to each holder of Series 1977 Bonds as shown by the list of Bondholders required by the Indenture to be kept at the office of the Trustee (as defined in the Indenture).

UNOFFICIAL COPY

9 2 4 4 0 4 3 2

ARTICLE II

General Provisions

Section 201. In all respects not inconsistent with the terms and provisions of this First Supplemental Indenture, the Indenture is hereby ratified, approved and confirmed. In executing and delivering this First Supplemental Indenture, the Successor Trustee shall be entitled to all of the privileges and immunities afforded to the Original Trustee under the terms and provisions of the Indenture.

Section 202. This First Supplemental Indenture shall be governed exclusively by the applicable laws of the State of Illinois.

Section 203. If any one or more of the covenants or agreements provided in this First Supplemental Indenture on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this First Supplemental Indenture.

Section 204. This First Supplemental Indenture may be executed in several counterparts, all of any part of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

UNOFFICIAL COPY

9 2 4 4 9 4 3 2

IN WITNESS WHEREOF, THE ILLINOIS HEALTH FACILITIES AUTHORITY has caused these presents to be signed in its name and on its behalf by its Chairman and its corporate seal to be hereunto affixed and attested by its Executive Director, THE FIRST NATIONAL BANK OF CHICAGO 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 Trust Officer and, to evidence its acceptance of the trusts hereby and by the Indenture created, LASALLE NATIONAL BANK has caused these presents to be signed in its name and on its behalf by its Asst. Vice President, its official seal to be hereunto affixed, and the same to be attested by its Asst. Secretary, all as of the day and year first above written.

ILLINOIS HEALTH FACILITIES
AUTHORITY

By

John P. Siley
Chairman

(SEAL)

Attest:

Bangs Maram
Executive Director

THE FIRST NATIONAL BANK OF
CHICAGO, as Original Trustee

By

[Signature]
Vice President

(SEAL)

Attest:

Janice Ott Bottanno
Trust Officer

UNOFFICIAL COPY

9 2 4 4 0 4 3 2

LASALLE NATIONAL BANK,
as Successor Trustee

By *Paul A. Owen*
Assistant Vice President

(SEAL)

Attest:

Barbara Fisher
Assistant Secretary

Property of Cook County Clerk's Office

52440432

UNOFFICIAL COPY

9 2 4 4 0 4 3 2

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Mary E. Keleher, a Notary Public, Do Hereby Certify that John P. Dailey and Barry S. Maram, personally known to me to be the same persons whose names are, respectively, as Chairman and Executive Director of the ILLINOIS HEALTH FACILITIES AUTHORITY, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said Authority and as their own free and voluntary act, for the uses and purposes therein set forth.

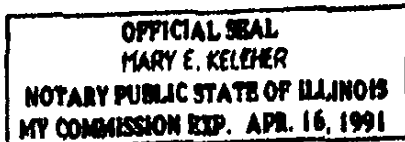
In Witness Whereof, I have hereunto set my hand and seal this 7th day of July, 1988.

Mary E. Keleher

Notary Public

Commission Expires: April 16, 1991

(SEAL)



UNOFFICIAL COPY

9 2 4 4 0 4 3 2

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Mary E. Keleher, a Notary Public, Do Hereby Certify that John R. Grimes and Janice Ott Rotunno, personally known to me to be the same persons whose names are, respectively, as the Vice President and Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

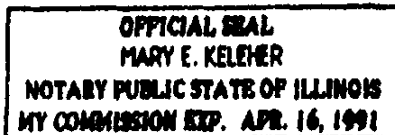
In Witness Whereof, I have hereunto set my hand and seal this 7th day of July, 1988.

Mary E. Keleher

Notary Public

Commission Expires: April 16, 1991

(SEAL)



UNOFFICIAL COPY

9 2 4 1 0 4 3 2

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Mary E. Keleher, a Notary Public, Do Hereby Certify that Gail A. Klewin and Leticia Peralta, personally known to me to be the same persons whose names are, respectively, as the Assistant Vice President and Assistant Secretary of LASALLE NATIONAL BANK, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

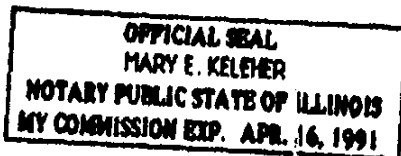
In Witness Whereof, I have hereunto set my hand and seal this 7th day of July, 1988.

Mary E. Keleher

Notary Public

Commission Expires: April 16, 1991

(SEAL)



52440432

PARCEL 1

LOTS 272 TO 283 INCLUSIVE IN WILLIAM H. BRITIGAN'S BUDLONG WOODS GOLF CLUB ADDITION, BEING A SUBDIVISION OF THE SOUTH HALF OF THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

ALSO

PARCEL 2

LOTS 266 TO 271 INCLUSIVE IN WILLIAM H. BRITIGAN'S BUDLONG WOODS GOLF CLUB ADDITION, BEING A SUBDIVISION OF THE SOUTH HALF OF THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 3

LOTS 202 AND 203 IN WILLIAM H. BRITIGAN'S BUDLONG WOODS GOLF CLUB ADDITION, BEING A SUBDIVISION OF THE SOUTH HALF OF THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 4

ALL THAT PART OF LOTS 9, 10 AND 11 (EXCEPT THE WEST 33.0 FEET OF SAID LOT 11 AND EXCEPT THAT PART OF SAID LOTS 9, 10 AND 11 TAKEN FOR WEST FOSTER AVENUE AND EXCEPT THE EAST 66.0 FEET OF SAID LOT 4 LYING NORTH OF THE SOUTH 141.50 FEET OF SAID LOT 9 AND EXCEPT THE EAST 54.0 FEET OF SAID LOT 9 LYING NORTH OF THE SOUTH 101.50 FEET OF SAID LOT 9) IN THE TOWN OF HOMMANVILLE, A SUBDIVISION OF THE EAST HALF AND THE NORTH QUARTER OF THE WEST HALF OF SOUTH EAST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

52440432

PIN: 13-12-230-0624063

13-12-230-0059057

13-12-400-001, 003, 005, 006, 080+081

13-12-306-004

13-12-227-0324

CKA: SWEDISH COVENANT HOSPITAL
5145 N. CALIFORNIA, CHICAGO

ILLINOIS

ALSO

PARCEL 5

LOT 21 EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR STREET AND LOT 22 EXCEPT THE WEST 33 FEET AND EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR STREETS ALL IN THE TOWN OF BOWLINGVILLE BEING A SUBDIVISION OF THE EAST HALF AND THE NORTH QUARTER OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 8

THAT PART OF BLOCK 1, LYING SOUTH OF THE NORTH LINE OF VACATED WEST WINONA STREET, IN JACKSON'S SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION 31 AND THE SOUTH WEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF NORTH CALIFORNIA AVENUE (66 FEET WIDE) AND THE NORTH LINE OF WEST CARMEN AVENUE (66 FEET WIDE); THENCE WEST ALONG THE NORTH LINE OF SAID WEST CARMEN AVENUE, A DISTANCE OF 413.00 FEET; THENCE NORTH 413.00 FEET WEST OF AND PARALLEL WITH SAID WEST LINE OF NORTH CALIFORNIA AVENUE, A DISTANCE OF 199.53 FEET; THENCE WEST ALONG A LINE 6.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF VACATED WEST WINONA AVENUE, A DISTANCE OF 114.81 FEET; THENCE NORTH ALONG THE EAST LINE OF NORTH FRANCISCO AVENUE (66 FEET WIDE) AND ITS NORTHWARD EXTENSION, A DISTANCE OF 86.00 FEET; THENCE EAST ALONG THE NORTH LINE OF VACATED WEST WINONA STREET (60 FEET WIDE) A DISTANCE OF 597.79 FEET; THENCE SOUTH ALONG THE NORTHWARD EXTENSION OF THE WEST LINE OF SAID NORTH CALIFORNIA AVENUE AND ALONG THE WEST LINE OF SAID NORTH CALIFORNIA STREET, A DISTANCE OF 265.14 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

52190432