#### F DRA N D. 103 For Use With Note Form No. 1447

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	AUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form lakes any wemanty with respect thereto, including any warranty of merchantability or filiness for a particular purposal.	92012993
***	HIS INDENTIFIE made January 6, 19 92 hattycen	1
LY.	E NATIONAL TRUST, N.A., a national banking association, not personal but as Irustae under the provisions of Deed in Trust delivered	
ì	ant to Trust Agreement usted October 31, 1991, and known as Trust	***
	outh LaSalle Street, Chicago, Illinois 60603 (NO AND STREET) (CPTY) (STATE)	1
	rein referred to as "Mortgagors," and HOLY FAMILY HOSPITAL, an Illinois or-profit corporation	
2	orth River Road, Des Plaines, Illinois 60016 (NO.ANDSTREET) (CITY) (STATE)	92612998
	(NO. AND STREET) (CITY) (STATE)  rein referred to as "Mortgagee," witnesseth:	Above Space For Recorder's Use Only
٠.	THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the ins wo Hundred Forty Indusand and 00/100	
(\$. su: 19 of	240,000.00, payable to the order of and delivered to the Mortgagee, in and interest at the rate and in installments as provided in said note, with a final payment of 25 and all of said principal, and interest are made payable at such place as the holders of the such appointment, then at the office of the Mortgagee at 100 North River Road, NOW, THEREFORE, the Mortgage is to secure the payment of the said principal sum of	thy which note the Mortgagors promise to pay the said principal of the balance due on the 6th day of January note may, from time to time, in writing appoint, and in absence Des Plaines, Illinois
COL	id limitations of this mortgage, and the performance of the covenants and agreements here insideration of the sum of One Dollar in hard paid, the receipt whereof is hereby acknowledge ortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and being in the City of Chicago COUNTY OF	ed, do by these presents CONVEY AND WARRANT unto the
SC ME TO	OTS 32, 33, 34 IN BLOCK 4 IN CHRISTMAN AND GNAEDINGERS ADDITION TO COUTHEAST FRACTIGNAL 1/4 OF FRACTIONAL ECTION 5, TOWNSHIP 40 NORTH ERIOIAN (EXCEPT THAT PART OF SAID LOTS LYJWE BETWEEN THE NORTH EAS O THE CITY OF CHICAGO BY QUIT CLAIM DEED RECORDED DECEMBER 29, 19	H, RANGE 13, EAST OF THE THIRD PRINCIPAL STERLY LINE OF MILWAUKEE AVENUE AS CONVEYED
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of exection upon said premises; (3) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance. (7) maintain the use and occupancy of the premises as a professional office building and related uses.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes special assessment water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, turnish to the Mortgaged duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) if might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having parisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors for their covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability is currently be reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgago s shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided it said note.
- 6. Mortgagors shall keer all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm or der policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the sorie or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall drayer all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver recewal policies not less than ten days prior to the respective dates of expiration
- 7. In case of default therein, Missignee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, into may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, commonise or settle any fax lien or other prior bent or title or claim thereof in redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moness paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moness advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate and payable without notice and with interest thereon at the highest rate and payable hereinder on the past of the Mortgagors of ten and one-hall percent. (10.5%, per arrund.)

  8. The Mortgagee making any payment hereby authorized gelating to taxes or assessments, may do so according to any bill, statement
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or tive or claim thereof
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Montgagors, all unpaid indebtedness secured by this mortgage shall, notwith standing anything in the note or in this mortgage to the contrary, become due and payable (a) ammediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for the days in the performance of any other agreement of the Mortgagors herein contained.

  Setter all notice and cure periods have expired to the right.
- 10. When the indebtedness hereby secured shall become due whether, or acceleration or otherwise. Mortgages shall have the tight to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be above and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgages for attorneys' fees, appraiser's fees, outlays for documentary and expent evidence, stenographers' charges, publication costs and costs (which may be estimated) as to items to be expended after entry of the decree) of procuring all such abstracts of title as "congages may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had prisual to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this parearsph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the 'indust rate now permitted by Illinois law when paid or incurred by Mortgages in connection with (a) any proceeding, including probate an expensively proceedings to which the Mortgage shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right of might affect the premises or the accurity hereof. security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the in lowing order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are minitioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured imbebiedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note. For a large gagners, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solveney or insolveney of Mortgagors at the time of application for such receiver and without regard to the then value of the penises or whether the same shall be then occupied as a homestead or not, and the Mortgagore may be appointed as such receiver. Such receives, shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 11. mistigages shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgages for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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	This instrument was prepared by SCIERC, SUICE STUD, Unicago, 11-10015 50501
ment, P.C., 200 North Lasalle Minary Pub	6 cantagand board daying goalf gould
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AS DOCUMENT NO. 9883970) IN COOK COUNTY,	TO THE CITY OF CHICAGO BY QUIT CLAIM DEED RECORDED DECEMBER 29, 1927
ERLY LINE OF MILWAUKEE AVENUE AS COUNTY, AS DOCLMENT NO. 9883970) IN COOK COUNTY,	MERIDIAN (EXCEPT THAT PART OF SAID LOTS L'YING BETWEEN THE NURTH EASTE TO THE CITY OF CHICAGG BY QUIT CLAIM DEFS RECORDED DECEMBER 29, 1927 ILLINDIS
RANGE 13, EAST OF THE THIRD PRINCIPAL ERLY LINE OF MILWAUKEE AVENUE AS COUNTY, AS DOCUMENT NO. 9883970) IN COOK COUNTY,	SOUTHERST FRACTIONAL 1/4 DF FRACTIONA' SECTION 5, TOWNSHIP 40 NORTH MERIDIAN (EXCEPT THAT PART OF SAID LOTS L'YING BETWEEN THE NORTH EASTE TO THE CITY OF CHICAGO BY QUIT CLAIM DEF' RECORDED DECEMBER 29, 1927 ILLINDIS
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18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors, and the word "Mortgagors, and the word "Mortgagors and shall include all such persons and all persons and all persons and all persons and all such persons and all such persons and all such persons and all such persons and the holder or not bolders, from time to time, of the include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

and thereby and release this mortgage and tien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security he released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

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porpose.

id. The Morigagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that

13. No action for the enforcement of the lieu or of any provision hereof shall be subject to any defense which would not be good and available to the party interpening same in an action at law upon the note hereby secured.

25. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which auch complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, virinors regard to the solvency of Mortgages at the time of application for such receiver and without regard to the them value or the premises or whether the same shall be cheen occupied as a homestead or not, and the Mortgage may be appointed as such receiver. Tuch receiver is made and profits as a pomested or not, and the premises during the produce the rents, issues and profits of said premises during the produced or not, as well as during the sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during the most and profits, and all other powers Mortgages necessary or see usual in such receiver, would be entitled to collect such rents, issues and profits, and all other premises during the whole of said period. The Court from time to time may authorises the receiver to apply the net income in his hands in payment in man are not of the profection, possession, control, management and operation of the premises during the whole of said period. The Court from time may authorises the receiver to apply the net income in his hands in payment in man or or or become superior to the lien hereof or of such application is made prior to toelecterer or in part of the profection.)

A Mo serior or to recome superior to the lien hereof or of such decree, provided such application is made prior to toelectory in case of a sake and deficiency.

It. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure priocedings, including all such items as formalioned in the preceding prioricipal and interest second, all other items which under the terms hereof constitute secured indebtedness a fullonal to that evidenced by the note, with interest thereof as herein provided; third, all principal and interest remaining unpaid on the tree fourth, any overplus to Mortageors, theirs, legal representatives or assigns, as their rights may appear.

formance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby secured shall become due why ther by acceleration or otherwise. Mortgagee shall have the right of orocolose the indeptedness hereby secured shall become due why ther by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof, nier or allowed and included as additional indeptedness in the decree for sale all expenditures and expenses which may be paid or incurred to no behalf of Mortgagee for altorneys' fees, appraiser's decree for sale all expenditures and expenses which may be paid or incurred to the castedes, and costantiations this insurance being to the correct or decrements and system or the spatiact of the castedes, and standard estimated as to policies. Tortens certificates, and similar data and assurances with respect to vite us Mortgagee may deem to be teasonably necessary policies. Tortens certificates, and similar data and assurances with respect to vite us Mortgagee may deem to be teasonably necessary policies. Tortens certificates, and similar data and assurances with respect to vite us Mortgagee may deem to be teasonably necessary policies. Tortens certificates, and similar data and assurances of the nature in this paragraph mentioned shall become so much additional indebtedness deceby and immediately due and payable, with interest there and brincing to yillinois law, when indebtedness are to the castedes and expensed of the nature in this paragraph mentioned shall become so much additional proceedings, to which may become such payable, with interest there or any indebtedness hereby secured; or the commencement of any setual or the nature or any indebtedness hereby secured; or the commencement of any suit for the effect as plantials, or suit for the commencement of any setual or the natural or the commencement of any setual or the natural or the commencement of any setual or the natural or the commencement of any setual or the natural or the proceedings, or the value

9. Mortgagors shall pay each item of indebtedness 20,40 mentioned, both principal and interest, when due according to the ferming anything in the case of default in making payment of the Mortgages and wither indeptedness secured by this mortgage shall, notwith atanding anything in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for the days in the performance of any other agreement of the Mortgagors herein contained.

Set the payment of the Mortgagors herein contained.

Batter all interest, when the more of any other agreement of the Mortgagors herein contained.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, itshinns and "in second to pay in full the indebtedness secured hereby, all in companies of moneys sufficient to the Mortgagee, and repeated to seep policy, in case of loss on damage, to Mortgagee, such rights to be exidenced by the standard mortgage clause to under insurance policies, in case of loss on damage, to Mortgagee, such rights to be exidenced by the standard mortgage clause to be attached to each policy, or, shall deliver all policies, including additional and renewal policies, or the Mortgage clause to be attached to each policy, or shall deliver all policies not less than ten days prior to the respective dates of expiration.

3. At such ting as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this propayments as may be provided in said note.

4. It, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the irsuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagors, and the Mortgagor's successors or assigns, law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagors, and the more required by any savigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any law of Illinois deducting from the value of land for the purpose of charges or liens better thereon, or imposing upon the Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debt, secured by mortgages or assessments, or the manner of collection of taxats, as as to affect this mortgages or dedets eccured hereby or the mortgages or the debt secured hereby or the manner of collection of taxats, as as to affect this mortgages or the debt secured hereby or the hortgages in the phortgages, the Mortgages or the debt secured hereby or the matter of the matter of counsel for the Mortgages or assessments, in the Mortgages or assessments or interest betagages to make such payment or the matter of such payment or interest betagages to make such payment or (b) the making of such payment might result in the important or interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare mount permitted by law, then and hecome due and payable sixty (60) days from the giving of such notice.

may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and Itee from mechanic's or may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and Itee from mechanic's or the lien fine to claims of the discharge of substitution to the lien factor, and upon request exhibit satisfactory evidence of the discharge of such prior as in the professing of such prior as in professing of such prior fire in professing of such prior fire from the discharge of such prior fire in professing a reasonable time any buildings now or at any time in professing such and prior from the discharge of such prior fire use thereof. (4) make fire allorations in said premises and of the discharges and the use and occupancy of the material afterations in said premises and other charges and from use fire for the discharges and discharges and shall pay petore any penalty attaches all general larves, (4) Mortgagors shall pay petore approach the premises when the discharges are special assessment which hortgagors and other charges against the premises when due, and shall pay special taxes erection between the discharges and other charges are penalty attaches all general larves and shall pay petors and other charges are penalty attaches all general larves are special assessment may desire to contest.

2. Mortgagors shall pay petore any penalty attaches all general larves, and shall pay special taxes enciral assessment which Mortgagors that desire to contest.

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THIS RIDER is attached to a made a part thereof by reference incorporated into the Mortgage between LASALLE NATIONAL TRUST, N.A., as Trustee under Trust Agreement dated October 31, 1991, and known as Trust No. 116593 ("Mortgagor"), and HOLY FAMILY HOSPITAL ("HFH"). Any inconsistency or conflict with the terms, covenants and conditions of the Mortgage and this Rider, the terms, covenants and conditions of this Rider shall govern and control.

- 1. <u>Waiver of Payment</u>. HFH hereby agrees to waive all monthly payments including principal and interest payments from the date of disbursement until May 6, 1992. On May 6, 1992, Mortgagor shall commence payment of the first installment.
- 2. Representations and Warranties. Mortgagor and the general partners of the beneficiary of Mortgagor represent and warrant that they shall: (a) maintain membership on the medical staff of HFH and agree to abide by all medical staff by-laws, rules and regulations; and (b) to the extent medically appropriate and permitted by federal or state law, to admit all of their patients requiring hospitalization to HFH, except that Medicare and Medicaid patients shall be admitted at the individual doctor's discretion, however, if at the time of making the loan secured by this Mortgage, the general partner(s) of the beneficiary of Mortgagor are not on staff at HFH, they represent and warrant that: As soon as any staffing contracts with other hospitals are terminated, they shall apply for admittance to HIH's medical staff. If accepted by HFH, they shall make the same representations and warranties stated above.

In the event any one of the general partner(s) of the beneficiary of Mortgagor breaches a representation or warranty made in this paragraph, HFH may accelerate the Maturity Date and all unpaid principal and accrued interest shall become immediately due and payable provided HFH has given thirty (30) days prior written notice of such violation to all the general partner(s) of the beneficiary, with the opportunity to cure. In the event such violation is not curable within thirty (30) days but the general partner(s) of the beneficiary has commenced to cure the violation and so long as they are diligently pursuing curing the violation, then Mortgagor shall be deemed in compliance under this paragraph.

3. Option to Extend Maturity Date. Mortgagor has the sole right to extend the Maturity Date from January 6, 1995 to January 6, 1997, by delivering written notice to HFH at least fifteen (15) days prior to the Maturity Date. In the event Mortgagor extends the Maturity Date (i) the rate of interest shall change on a monthly basis commencing on February 6, 1995. The rate of interest shall be recalculated monthly based on the Prime Rate, plus one percentage (1%) point as such prime rate is announced in The Wall Street Journal for The First National Bank of Chicago on the 6th day of the month preceding the payment. In the event the 6th day of the month falls on a weekend or holiday, the new rate shall be determined on the next succeeding business day. In the event The First National Bank of Chicago is no longer quoted by The Wall Street Journal, then the Harris Bank or other mutually acceptable quoted bank prime rate to the parties shall be substituted; (ii) the balloon payment will be extended to the revised Maturity Date; and (iii) the balloon payment shall be reduced by the amount of principal paid during the extended period. All unpaid principal and interest shall be due and payable on January 6, 1997. All other terms and conditions of the Note and the Mortgage shall remain in full force and effect.

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- 4. Alterations. Mortgagor may, in its discretion and without the prior written consent of HFH, at any time and from time to time, make, or cause to be made, reasonable, non-structural changes, alterations or additions in and to the real estate which are suitable to the office wilding. Mortgager may, in its discretion and without the prior written consent of HFH, at any time and from time to time, remove and dispose of any personal property now or hereafter constituting part of the real estate which in the reasonable opinion of Mortgagor becomes inefficient, obsolete, worn out, unfit for use or no longer useful in the operation of the real estate, provided Mortgagor promptly replaces such personal property with comparable personal property and title to such replacements is free and clear of all liens and encumbrances and subject to the lien or security interest created hereby. If any personal property which becomes inefficient, obsolete worn out, unfit for use or no longer useful in the operation of the property or the business conducted thereon it shall be removed and disposed of in compliance herewith and the proceeds, if any, shall be paid to HFH.
- 5. <u>Insurance Proceeds</u>. Pursuant to Paragraph 6 of the Mortgage, insurance shall provide that any loss or damage to the real estate shall be adjusted by both Mortgagor and HFH and paid to HFH. All such insurance proceeds shall be applied to restore, repair, replace or redwild the same or cause the same to be rebuilt in substantially the same value and condition and character as existed immediately prior to such damage or destruction. All net insurance proceeds received by HFH shall be made available to Mortgagor for the restoration required in the event of damage or destruction on account of sich insurance proceeds are paid. If at any time the net insurance proceeds which are available to Mortgagor are insufficient to pay the entire cost of the restoration, Mortgagor shall pay the deficiency. Upon completion of the restoration, the excess net insurance proceeds, if any, shall be paid to Mortgagee.
- 6. Indemnification. Mortgagor vill protect, indemnify and save harmless HFH from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses including without limitation, reasonable actorneys' fees and expenses imposed upon or incurred by or asserted against HFH as a result of (a) ownership of the real estate or any interest therein, or receipt of any rent or other sum, (b) any accident, injury to, or death of a person or loss of, or damage to property occurring in, on, or about the real estate or any part thereof, or on the adjoining sidewalks, curbs, vaults, adjacent parking areas, streets, rights-of-way, (c) any use, non-use or condition of the real estate or any part thereof or adjoining sidewalks, curbs, vaults, if any, adjacent parking areas, streets or rights-of-way, (d) any failure of Mortgagor to perform or comply with the terms of this Mortgage, or (e) the performance of any labor or services or the furnishing of any materials or other property with respect to the real estate or any property thereof. If default shall be made in the payment of any installment of interest or principal or made in the performance of any of the other covenants or provisions of the Note, this Mortgage, or any other document executed in connection with this transaction and such default shall remain uncured after the applicable notice and cure period of written notice declaring such default. If the default is curable but not reasonably capable of being cured within such time period, such default shall be deemed cured for the purposes hereof if and so long as Mortgagor shall commence such cure within such time period and diligently pursue to cure to completion.
- 7. Assignment of Rents. Mortgagor and the beneficiaries of Mortgagor assign and transfer to HFH all the rents, issues and

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profits of the real estate and all rents, issues and profits arising out of any of the leases. However, Mortgagor shall have the right to collect such rents, issues and profits unless an event of default occurs.

9. <u>Security Agreement.</u> This Mortgage shall be deemed a Security Agreement as defined in the Illinois Commercial Code. Mortgagor grants a continuing security interest to HFH in the personalty, including, but not limited to, all personal property, fixtures and goods affecting property either referred to or described herein or in any way connected with the use or enjoyment of the real estate.

Mortgagor quit claims, represents and covenants as follows: (i) except for the security interest granted hereby, Mortgagor owns, and as to portions of the personalty to be acquired after 'he date hereof, will own the personalty free from any adverse Jien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Mortgagor will notify HFH of, and will defend the personalty against, all claims and demands of all persons at any time claiming the same or any interest therein; (ii) except as otherwise provided in this Mortgage, Mortgagor will not lease, sell, convey or in any manner transfer the personalty without the prior written consent of HFH; (iii) Mortgagor will use the personalty solely for business purposes in connection with the real property; and (iv) all covenants and obligations of Mortgagor contained herein relating to the real estate shall be deemed to apply to the personally whether or not expressly referred to herein.

The remedies for any violation of the covenants, terms and conditions or the agreements herein contained shall be as prescribed: (i) herein; or (ii) by general law; or (iii) as to such part of the security which is also reflected in any financing statement filed to perfect the security interest herein created, by the specific statutory consequences now or hereinafter enacted and specified in the Illinois Commercial Code, all at HFH's sole election.

Notwithstanding the aforesaid Mortgagor covenants and agrees that so long as any balance remains unpaid on the Note, it will execute (or cause to be executed) and delivered to HFH, such renewal certificates, affidavits, extension statements or other documentation in proper form, so as to keep perfected the lien created by any security agreement and financing scatement given to HFH by Mortgagor.

- 10. <u>Venue</u>. This Mortgage is executed and delivered in Cook County, Illinois, and shall be governed by and corstrued in accordance with the laws of the State of Illinois. Venue shall be in the Circuit Court of Cook County, Illinois.
- 11. Notices. Any notice, demand or other communication given pursuant to the terms hereof shall be in writing and shall be delivered by personal service or sent by registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Mortgagor:

LaSalle National Trust, N.A., not personally, but as Trustee under Trust Agreement dated October 31, 1991, and known as Trust No. 116593 c/o Dr. Mark Sobor 3749 North Keeler Chicago, Illinois 60641

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With a copy to:

Mr. Steven Koga Much Shelist Freed Denenberg & Ament,

200 North LaSalle Street Suite 2100 Chicago, Illinois 60601

If to HFH:

Holy Family Hospital 100 North River Road Des Plaines, Illinois 60016 Attention: Emil Poprawski

12. Exculpation. This Mortgage is executed by LaSalle National Trust, N:A., as Trustee under Trust Agreement dated October 31, 1991, and known as Trust No. 116593, in the exercise of the authority conferred upon it as such Trustee and not in its individual capacity. Nothing contained in this Mortgage shall be construed at creating any liability on the Trustee in its individual capacity, to pay the Mortgage, the Note, or any interest that may accrue thereon or any fee or charge that may become payable under this Mortgage or the Note, or to perform any covenant (either expressed or implied) contained in this Mortgage or the Note, all such liability, if any, being hereby waived by HFH and every person hereafter claiming any right or security hereunder. So far as HFH and its successors are concerned, HFH and the owner of any indebtedness accruing hereunder shall in the event of a default, look solely to the premises for the payment of the indebtedness due under the Note or the Mortgage.

LASALLE NATIONAL TRUST, N.A., not personally but as Trustee under Trust Agreement dated October 31, 1991, and known as Trust No. 116593

By:

Its: A CIA FORE HERELENI

This Document Was Prepared By:

Evon Olson

MUCH SHELIST FREED DENENBERG & AMENT, P.C

200 North LaSalle Street - Suite 2100

Chicago, Illinois 60601

After Recording, This Document Should Be Returned To:
Pam McKinney

HOLY FAMILY HOSPITAL 100 North River Road Des Plaines, Illinois 6001

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