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FIRST SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT

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. COOK COUNTY RECORDER

BETWEEN

SWEDISH COVENANT HOSPITAL, AS MORTGAGOR

AND

ILLINOIS HEALTH FACILITIES AUTHORITY, AS MORTGAGEE

Dated as of May 1, 1992

Supplementing and amending that certain Mortgage and Security Agreement
Dated as of August 1, 1977

Address of Mortgagor:
Swedish Covenant Hospital
5145 N. California
Chicago, Illinois 60625

Address of Mortgagee:
Illinois Health Facilities Authority
Suite 2188
35 East Wacker Drive
Chicago, Illinois 60601

Address of Assignee:
LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603

This instrument was prepared by:

Lynn Leland Coe
Janet E. Raycraft
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60601

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Recorder's Box 211
(Janet Raycraft)

4/9/92

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This is a FIRST SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT dated as of May 1, 1992 (the "First Supplemental Mortgage"), between SWEDISH COVENANT HOSPITAL, an Illinois not for profit corporation (the "Corporation"), as mortgagor, and the Illinois Health Facilities Authority, a body politic and corporate and an instrumentality of the State of Illinois (the "Authority"), as mortgagee, supplementing and amending that certain Mortgage and Security Agreement dated as of August 1, 1977 (the "Original Mortgage" and, together with this First Supplemental Mortgage and any further supplements or amendments thereto, the "Mortgage") between the Corporation and the Authority. The Original Mortgage has been duly recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 17, 1977, as Document No. 24060888.

PRELIMINARY STATEMENT

WHEREAS, the Authority has heretofore executed and delivered that certain Trust Indenture dated as of August 1, 1977 (the "Original Indenture"), which has been supplemented and amended by the First Supplemental Trust Indenture dated as of April 15, 1988 (the "First Supplemental Indenture") and which will be supplemented and amended by the Second Supplemental Trust Indenture dated as of May 1, 1992 (the "Second Supplemental Indenture" and, together with the Original Indenture and the First Supplemental Indenture, the "Indenture"), to LaSalle National Bank (the "Trustee") as trustee, for the purpose of providing for the issuance of its Revenue Bonds, Series 1977 (Swedish Covenant Hospital Project) (the "Series 1977 Bonds"), in the aggregate principal amount of \$32,745,000; and

WHEREAS, the Corporation has heretofore issued to the Authority its First Mortgage Note, Series 1977 (the "Series 1977 Note") in the principal amount of \$32,745,000, issued under and secured by the Mortgage as security for the repayment of the Authority's loan of the proceeds of the Series 1977 Bonds to the Corporation; and

WHEREAS, the Original Mortgage created a first mortgage lien on the Corporation's Land and Existing Facilities, subject to Permitted Encumbrances, and granted a security interest in the Corporation's Gross Receipts (all as defined in the Original Mortgage); and

WHEREAS, Section 12.2 of the Original Mortgage provides that, so long as no default shall have occurred or be continuing under the Mortgage or under the Indenture, the Authority and the Trustee shall release, without the consent of any of the Bondholders, any of the Hospital Facilities or other real property subject to the lien of the Original Mortgage upon satisfaction of the conditions enumerated in Section 12.2 of the Original Mortgage; and

WHEREAS, the Corporation desires, pursuant to Section 12.2 of the Original Mortgage, to release certain real property subject to the lien of the Mortgage and substitute therefor certain personal property, which personal property will be subject to the lien of the Mortgage, subject only to Permitted Encumbrances; and

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WHEREAS, the Corporation has satisfied all the conditions required under the Mortgage to effect such release and substitution of property; and

WHEREAS, it is necessary to amend the Original Mortgage to reflect such release and substitution of property; and

WHEREAS, Section 12.1 of the Original Mortgage permits the Corporation, with the consent of the Authority and the Trustee, to enter into such supplements and amendments to the Mortgage as to them may seem necessary or desirable to effectuate the purposes or intent of the Original Mortgage; and

WHEREAS, all requirements and conditions prescribed by law in order for this First Supplemental Mortgage to be a binding and legal instrument have been satisfied and fulfilled and the execution and delivery of this First Supplemental Mortgage have been duly authorized; and

WHEREAS, the Trustee has consented to the amendments included herein, as evidenced by its signature on the form of consent attached hereto;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL MORTGAGE WITNESSETH:

ARTICLE I

DEFINITIONS

The terms used in this Mortgage, unless otherwise provided and unless the context requires otherwise, shall have the same meanings as set forth in the Original Mortgage or the Indenture.

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 Mortgage as a whole and not to any particular Article, Section or other subdivision unless the context indicates otherwise.

ARTICLE II

AMENDMENTS

Section 201. Release of Real Property. In order to release the real property referred to above and set out in Exhibit C hereto from the lien hereof, Exhibit A of the Original Mortgage is hereby amended in its entirety to read as set forth in Exhibit A attached hereto.

Section 202. Substitution of Personal Property. Division III of the Granting Clauses of the Original Mortgage is hereby renumbered Division IV. In order to subject the

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personal property referred to above to the lien and security interest of the Mortgage, there is hereby created a new Division III of the Granting Clauses to read as follows:

"Division III

The equipment described in Exhibit B hereto, and all substitutions or replacements therefor:"

Finally, there is hereby added to the Original Mortgage an Exhibit B to read as set forth in Exhibit B hereto.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Corporation makes the following representations and warranties as the basis for its covenants herein:

(a) The Corporation is a not for profit corporation duly incorporated under the laws of the State of Illinois, is in good standing and duly authorized to conduct its business in Illinois, is duly authorized and has full power under the laws of Illinois and all other applicable provisions of law and its articles of incorporation and by-laws to create, issue, enter into, execute and deliver this First Supplemental Mortgage and all action on its part necessary for the valid execution and delivery of this First Supplemental Mortgage has been duly and effectively taken.

(b) The execution and delivery of this First Supplemental Mortgage, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate restriction or of any agreement or instrument to which the Corporation is now a party, and do not and will not constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Corporation except for Permitted Encumbrances. The Corporation has good and marketable fee simple title to the Land and good and marketable title to all other property and is the lawful owner and is now lawfully seized and possessed of the Mortgaged Property (other than that not presently in existence), free and clear of all liens, security interests, charges and encumbrances whatsoever except Permitted Encumbrances. The Corporation has full power and lawful authority to mortgage and grant a security interest in the Mortgaged Property to the Trustee and will preserve, warrant and defend the same unto the Trustee against the claims of all persons and parties. The Mortgage constitutes a direct and valid first mortgage lien upon the Land and Hospital Facilities and a valid security interest in such other Mortgaged Property, including fixtures, subject only to Permitted Encumbrances. The easements, rights-of-way, liens, encumbrances, covenants, conditions, restrictions, exceptions, minor defects, irregularities of title and encroachments on adjoining real estate, if any, now

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existing with respect to the Land do not and will not materially adversely affect the value of the Hospital Facilities or impair or interfere with the operation and usefulness thereof by the Corporation.

ARTICLE IV

ORIGINAL MORTGAGE

Except as supplemented or amended by this First Supplemental Mortgage, the covenants, agreements and terms of the Original Mortgage are and continue to be in full force and effect.

ARTICLE V

GENERAL PROVISIONS

Section 501. In all respects not inconsistent with the terms and provisions of this First Supplemental Mortgage, the Mortgage is hereby ratified, approved and confirmed.

Section 502. This First Supplemental Mortgage shall be governed exclusively by the applicable laws of the State of Illinois.

Section 503. If any one or more of the covenants or agreements provided in this First Supplemental Mortgage 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 Mortgage.

Section 504. This First Supplemental Mortgage may be executed in several counterparts, all or any part of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

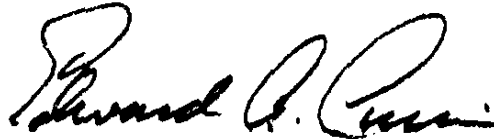
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IN WITNESS WHEREOF, the Corporation and the Authority have caused this First Supplemental Mortgage to be executed in their respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

SWEDISH COVENANT HOSPITAL,
as Mortgagor

By 
President

[SEAL]
Attest:

By 
Secretary

ILLINOIS HEALTH FACILITIES AUTHORITY,
as Mortgagee

By
Vice Chairman

[SEAL]
Attest:

By
Executive Director

Property of Cook County Clerk's Office

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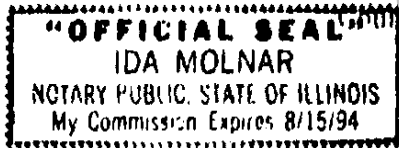
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, IDA MOLNAR, a Notary Public in and for the said County in the State
abovesaid, do hereby certify that EDWARD A. COCCI and ALLAN ANDERSON, personally
known to be the same person whose names are, respectively as President and Secretary of
SWEDISH COVENANT HOSPITAL, an Illinois not for profit corporation, 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 seal of said corporation,
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.

GIVEN under my hand and notarial seal this 17 day of May, 1992.

Ida Molnar
Notary Public in and for Cook
County, Illinois



[SEAL]

My commission expires:

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

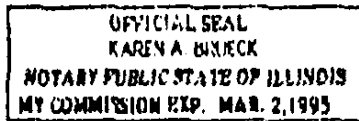
I, Karen A. Brueck, a Notary Public, Do Hereby Certify that Louis G. Alexander and Mary M. McInerney, personally known to me to be the same persons whose names are, respectively, as Vice Chairman and Executive Director of the ILLINOIS HEALTH FACILITIES AUTHORITY, subscribed to the foregoing instrument, 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 23rd day of April, 1992.

Karen A. Brueck
Notary Public

Commission Expires: March 2, 1995

(SEAL)



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EXHIBIT A

REAL PROPERTY

The following described parcels of real estate located in the County of Cook, State of Illinois, to wit:

PARCEL 1

LOTS 272 TO 284 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.

P.L. NOS. 13-12-230-062 AND 13-12-230-063

ALSO

PARCEL 2

LOTS 296 TO 277 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

P.L. NOS. 13-12-230-005 AND 13-12-230-057

ALSO

PARCEL 3

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 64.0 FEET OF SAID LOT 9 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 BOWMANVILLE, 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, ILLINOIS

P.L. NO.: 13-12-400-001

ALSO

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PARCEL 4

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 BOWMANVILLE 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

P.L. NOS.: 13-12-400-001, 13-12-400-003, 13-12-400-005,
13-12-400-006, 13-12-400-080 and 13-12-400-081

ALSO

PARCEL 5

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 11 AND THE SOUTH WEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDARY 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 STREET, A DISTANCE OF 184.81 FEET; THENCE NORTH ALONG THE EAST LINE OF NORTH FRANCISCO AVENUE (66 FEET WIDE) AND ITS NORTHWARD EXTENSION, A DISTANCE OF 66.00 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 AVENUE, A DISTANCE OF 265.14 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

P.L. NO.: 13-12-306-004

SUBJECT TO THE FOLLOWING LIENS, ENCUMBRANCES, COVENANTS, CONDITIONS OR RESTRICTIONS:

1. ALL RIGHTS OF THE CITY OF CHICAGO, THE PUBLIC AND THE STATE OF ILLINOIS, IF ANY, IN THE BRIDGE OVER AND THE TUNNEL UNDER WEST WINONA STREET CONNECTING THE BUILDINGS ERECTED ON PARCELS 3 AND 4 INCLUDING ALL RIGHTS UNDER ALL ORDINANCES, PERMITS AND AGREEMENTS PURSUANT TO WHICH SUCH TUNNEL AND BRIDGE WERE CONSTRUCTED AND ARE MAINTAINED.

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EXHIBIT B

Radiology equipment known as "Siemens Somatron 8800 CT-Scanner" and related equipment:

<u>DESCRIPTION</u>	<u>MODEL NUMBER</u>	<u>SERIAL NUMBER</u>
Somatom HD CT Scan	72-06-600K1031	08334
Table		245-B
Head Rest	83-26-373-64030	03592
Body Head Rest	88-79-512-K1003	01453
Keyboard	7483282K1029	WKT/LB/AN/500265
Digicam Remote LCD ops Panel	5532753	01136
Aschenbrenner Monitor	38-1249-80J.WL	Sach 8531-295K-1058
Siemens Monitor	7718695 B5310	02652
Table console	80-83-305 K1029	01539
Digicam #107	8809 006 G5308	01394
3 Cassettes		
H.V. Unit #1	87-88-307 K1053	01297
H.V. Unit #2	87-87-020 K1051	01297
H.V. Unit #3	11-24-002 K1059	01214
Mikromatic CW	90-23-383-X034F	06302 S11
	90-17-757-X034E	06302 S11
Air Conditioner	BESTNR2NK6	516830
Meintosh console		
H.V. Cables		

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EXHIBIT C

RELEASED PROPERTY

LOTS 202 AND 203 IN WILLIAM H. BRITIGAN'S BUILDING WOODS GOLF CLUB ADDITION,
BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF
SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

Commonly known as the Farragut Building, 2722-24 W. Farragut, Chicago, Illinois 60625

Permanent Index Number: 13-12-227-032-0000

Property of Cook County Clerk's Office

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CONSENT

LaSalle National Bank hereby consents to the foregoing First Supplemental Mortgage and Security Agreement dated as of May 1, 1992 between Swedish Covenant Hospital and the Illinois Health Facilities Authority.

LASALLE NATIONAL BANK,
as Trustee

By:



Assistant Vice President

Property of Cook County Clerk's Office

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