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SECOND SUPPLEMENTAL TRUST INDENTURE

AMONG

ILLINOIS HEALTH FACILITIES AUTHORITY

AND

LASALLE NATIONAL BANK,

AS TRUSTEE

DEPT-01 RECORDING \$43.00
T#3333 TRAN 5897 05/26/92 16:04:00
\$5128 + *-92-364187
COOK COUNTY RECORDER

DATED AS OF MAY 1, 1992

Supplementing and amending the Trust Indenture dated as of August 1, 1977, as previously supplemented and amended by the First Supplemental Trust Indenture dated as of April 15, 1988, creating Illinois Health Facilities Authority Revenue Bonds, Series 1977 (Swedish Covenant Hospital Project)

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)

Handwritten initials/signature

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THIS SECOND SUPPLEMENTAL TRUST INDENTURE dated as of May 1, 1992 (the "Second Supplemental Indenture"), among the ILLINOIS HEALTH FACILITIES AUTHORITY, a body politic and corporate and an instrumentality of the State of Illinois (the "Authority"), 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 "Trustee;"

WITNESSETH:

WHEREAS, the Authority is a body politic and corporate of the State of Illinois (the "State") created under the Illinois Health Facilities Authority Act (as from time to time amended, 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 Trustee that certain Trust Indenture dated as of August 1, 1977 (the "Original Indenture"), as supplemented and amended by the First Supplemental Trust Indenture dated as of April 15, 1988 (the "First Supplemental Indenture" and, together with the Original Indenture, this Second Supplemental Indenture and any further amendments or supplements thereto, 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, Swedish Covenant Hospital, an Illinois not for profit corporation (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 and Security Agreement dated as of August 1, 1977 (the "Original Mortgage") as supplemented and amended by the First Supplemental Mortgage and Security Agreement dated as of May 1, 1992 (the "First Supplemental Mortgage" and, together with the Original Mortgage and any further amendments or supplements thereto, the "Mortgage") between the Corporation and the Authority, which Mortgage created a first mortgage lien on the Corporation's Land and Existing Facilities, subject to Permitted Encumbrances, and granted a security interest in its Gross Receipts; and

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WHEREAS, the Authority has assigned certain of its rights under the Mortgage to the Trustee pursuant to the Indenture and Exhibit A to the Original Indenture contains a description of the real property affected by such assignment; and

WHEREAS, Section 12.2 of the 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 Mortgage upon satisfaction of the conditions enumerated in Section 12.2 of the Mortgage; and

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

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

WHEREAS, Section 12.1 of the 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 Mortgage; and

WHEREAS, after its release from the lien of the Mortgage, the Authority will retain no interest in the released real property which is assigned to the Trustee pursuant to the Indenture; and

WHEREAS, after the release of that certain real property, there will be certain personal property substituted therefor which shall be subject to the lien of the Mortgage; and

WHEREAS, in order to avoid any ambiguity as to whether the released real property remains subject to the Indenture after its release from the Mortgage and whether the personal property is subject to the lien of the Mortgage, it is necessary to amend Exhibit A of the Indenture to reflect the release of such real property from the lien of the Mortgage and add an Exhibit B to reflect the substitution of certain personal property therefor; and

WHEREAS, Section 901(a) permits the Indenture to be amended without the consent of or notice to the Bondholders to cure any ambiguity in the Indenture; and

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

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

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NOW, THEREFORE, IT IS HEREBY COVENANTED, DECLARED AND AGREED by and among the parties hereto 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

DEFINITION OF TERMS

Section 101. Terms Defined. All capitalized terms used herein but not defined shall have the meanings ascribed to them in the Original Indenture.

ARTICLE II

AMENDMENTS

Section 201. Exhibit A of the Original Indenture is hereby amended in its entirety to read as set forth in Exhibit A attached hereto.

Section 202. There is hereby added to the Original Indenture an Exhibit B to read as set forth in Exhibit B hereto.

ARTICLE III

GENERAL PROVISIONS

Section 301. In all respects not inconsistent with the terms and provisions of this Second Supplemental Indenture, the Indenture is hereby ratified, approved and confirmed.

Section 302. This Second Supplemental Indenture shall be governed exclusively by the applicable laws of the State of Illinois.

Section 303. If any one or more of the covenants or agreements provided in this Second 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 Second Supplemental Indenture.

Section 304. This Second Supplemental Indenture 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 ILLINOIS HEALTH FACILITIES AUTHORITY has caused these presents to be signed in its name and on its behalf by its Vice Chairman and its corporate seal to be hereunto affixed and attested by its Executive Director and LASALLE NATIONAL BANK has caused these presents to be signed in its name and on its behalf by its Assistant Vice President, its official seal to be hereunto affixed, and the same to be attested by its Assistant Secretary, all as of the day and year first above written.

ILLINOIS HEALTH FACILITIES AUTHORITY

By

Vice Chairman

(SEAL)

Attest:

Executive Director

LASALLE NATIONAL BANK,
as trustee

By

Assistant Vice President

(SEAL)

Attest:


Assistant Secretary

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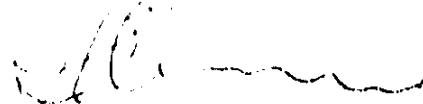
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Vice

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 and LASALLE NATIONAL BANK has caused these presents to be signed in its name and on its behalf by its Assistant Vice President, its official seal to be hereunto affixed, and the same to be attested by its Assistant Secretary, all as of the day and year first above written.

ILLINOIS HEALTH FACILITIES AUTHORITY

By



Vice Chairman

(SEAL)

Attest:

Mary M. McInerney
Executive Director

LASALLE NATIONAL BANK,
as Trustee

By

Assistant Vice President

(SEAL)

Attest:

Assistant Secretary

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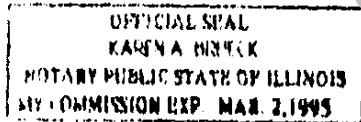
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Karen A. Brueck, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Louis G. Alexander and Mary M. McInerney, personally known to be the same persons whose names are, respectively, as Vice Chairman and Executive Director of the ILLINOIS HEALTH FACILITIES AUTHORITY, a body politic and corporate, 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 Authority, 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.

GIVEN under my hand and notarial seal this 23rd day of April, 1992.

Karen A. Brueck
Notary Public in and for Cook
County, Illinois

[SEAL]



My commission expires: March 2, 1995

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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 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

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

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

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 5.10 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 TOWNS 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, 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 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 (66 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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2. COVENANTS AND RESTRICTIONS CONTAINED IN AGREEMENT BY WILLIAM H. BRITIGAN WITH DOMINIC S. DI CRO AND ROSE DI CRO, HIS WIFE DATED NOVEMBER 23, 1932 AND RECORDED FEBRUARY 18, 1933 AS DOCUMENT 11201579 RELATING TO HEIGHT, USE, CONSTRUCTION, COST, PURPOSES, KIND, MATERIAL, SAID RESTRICTIONS ARE ALSO CONTAINED IN DECLARATION RECORDED AS DOCUMENTS 14230204, 13067777, 13996664, 14412123, 13526968, 14230203, 10481032, 12791880, 13087379 AND 17172695.

(AFFECTS PARCEL 1)

3. COVENANTS AND RESTRICTIONS CONTAINED IN DEED FROM CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 12776 RECORDED DECEMBER 9, 1929 AS DOCUMENT 10549935 RELATING TO CONSTRUCTION, COST, HEIGHT AND USE.

(AFFECTS LOT 206 IN PARCEL 2)

4. COVENANTS AND RESTRICTIONS CONTAINED IN DEED FROM CHICAGO TITLE AND TRUST COMPANY TRUSTEE TO WILLIAM W. MERRILL AND BESSIE E. MERRILL, HIS WIFE, RECORDED OCTOBER 3, 1940 AS DOCUMENT 12557015 RELATING TO THE CONSTRUCTION, COST, HEIGHT AND USE OF BUILDINGS TO BE ERECTED ON THE LAND.

(AFFECTS LOTS 268, 269, 270 AND 271 IN PARCEL 2)

5. COVENANTS AND RESTRICTIONS CONTAINED IN DEED RECORDED FEBRUARY 17, 1927 AS DOCUMENT 9553494 RELATING TO THE CONSTRUCTION, COST, HEIGHT, CHARACTER, AND USE OF BUILDINGS TO BE ERECTED ON THE LAND.

(AFFECTS LOT 267 OF PARCEL 2)

6. COVENANTS AND RESTRICTIONS CONTAINED IN THE DEED FROM THE CHICAGO NURSERY AND HALF ORPHAN ASYLUM A CORPORATION OF ILLINOIS TO EVANGELICAL MISSION COVENANT CHURCH OF AMERICA DATED JULY 18, 1950 AND RECORDED JULY 21, 1950 AS DOCUMENT 14856367 RELATING TO THE USE OF THE LAND.

(AFFECTS PARCEL 5)

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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 HiQ CT Scan Table	72-06-600K1031	08334 245-B
Head Rest	83-26-373-64030	03592
Body Head Rest	88-79-512-K1003	01453
Keyboard	7483282K1029	WKF/LB/AN/500265
Digicam Remote LCD ops Panel	5532753	01136
Aschenbrenner Monitor	38-1249-801WL	Sach 8531-295K-1058
Siemens Monitor	7718695 B5310	02652
Table console	80-83-305 K1029	01539
Digicam #107	8809 006 G15308	01394
3 Cassettes		
H.V. Unit #1	87-88-507 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 X034E	06302 S11
	90-17-757-8634E	06302 S11
Air Conditioner	BESTNR2NR6	516830
Meintosh console		
H.V. Cables		

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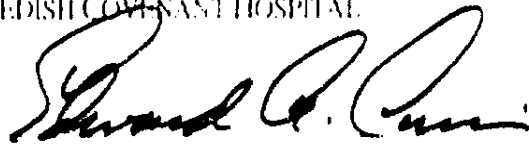
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CONSENT

Swedish Covenant Hospital hereby consents to the foregoing Second Supplemental Trust Indenture dated as of May 1, 1992 between the Illinois Health Facilities Authority and LaSalle National Bank, as trustee.

SWEDISH COVENANT HOSPITAL

By:



President

Property of Cook County Clerk's Office

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