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BOOK # 111 # 95-120438

COOK COUNTY RECORDER

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SERIES 1995A SUPPLEMENTAL MASTER TRUST INDENTURE, MORTGAGE AND SECURITY AGREEMENT

Dated as of February 1, 1995

Among

RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER,
RUSH NORTH SHORE MEDICAL CENTER
COPLEY MEMORIAL HOSPITAL, INC.
COPLEY MEMORIAL HOSPITAL HEALTH CARE FOUNDATION
FOX VALLEY HEALTH SERVICES CORPORATION
COPLEY VENTURES, INC.

and

BANK OF AMERICA ILLINOIS,
as Master Trustee

DEPT-01 RECORDING \$93.00

T#5555 TRAM 3784 02/21/95 10:54 00

BOOK # 111 # 95-120438

COOK COUNTY RECORDER

This Indenture supplements the Master Trust Indenture dated as of December 1, 1985, recorded as Document Number 85341269 and with corrected instrument recorded as Document Number 86035107 and the other Supplemental Indentures listed on the next page and provides for continued participation in the Illinois Health Facilities Authority's Revolving Fund Pooled Financing Programs by the borrowing by Rush-Presbyterian-St. Luke's Medical Center of an aggregate principal amount of \$8,500,000 from the Authority's Variable Rate Demand Revenue Bonds, Series 1985F (Revolving Fund Pooled Financing Programs).

made to:

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

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This Indenture supplements the Master Trust Indenture dated as of December 1, 1985, recorded as Document Number 85341269 and with corrected instrument recorded as Document Number 86035107, the Series 1985 Supplemental Master Trust Indenture, Mortgage and Security Agreement also dated as of December 1, 1985, recorded as Document Number 85341270, the First Series 1987 Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of July 1, 1987, recorded as Document Number 87408578, the Rush North Shore Supplemental Master Trust Indenture dated as of July 15, 1989, recorded as Document Number 89369343, the Series 1989A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of July 15, 1989, recorded as Document Number 89369344, the Series 1989B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of August 15, 1989, recorded as Document Number 89379898, the Series 1990A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of April 1, 1990, recorded as Document 90357799, the Series 1990B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of September 1, 1990, recorded as Document 90456030, the Series 1991A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of June 1, 1991, recorded as Document 91472818, the Amendatory Supplemental Master Trust Indenture dated as of November 1, 1991, the Amendatory Supplemental Master Trust Indenture dated as of November 30, 1993, recorded as Document 93978227, the Copley Supplemental Master Trust Indenture dated as of October 1, 1993, the Series 1993A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of October 1, 1993, recorded as Document 93978228, and the Amendatory Supplemental Master Trust Indenture dated as of December 31, 1993, recorded as Document 94138451.

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This SERIES 1995A SUPPLEMENTAL MASTER TRUST INDENTURE, MORTGAGE AND SECURITY AGREEMENT (this "Series 1995A Mortgage"), dated as of January ____, 1995, among RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER, an Illinois not for profit corporation (the "Corporation"), RUSH NORTH SHORE MEDICAL CENTER, an Illinois not for profit corporation ("Rush North Shore"), and COPLEY MEMORIAL HOSPITAL, INC., COPLEY MEMORIAL HOSPITAL HEALTH CARE FOUNDATION, FOX VALLEY HEALTH SERVICES CORPORATION, AND COPLEY VENTURES, INC., all of which are Illinois not-for-profit corporations (the "Fox Valley Members") and BANK OF AMERICA ILLINOIS, an Illinois banking corporation, (formerly Continental Illinois National Bank and Trust Company of Chicago), duly established, existing and authorized to accept and execute trusts of the character herein set out with its principal corporate trust office, domicile and post office address at 231 South LaSalle Street, Chicago, Illinois 60697 (herein called the "Master Trustee");

PRELIMINARY STATEMENT

The Corporation, as the original Member of an Obligated Group, has heretofore executed and delivered to the Master Trustee the Master Trust Indenture dated as of December 1, 1985 (the "Original Master Indenture"), as supplemented and amended by the Series 1985 Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of December 1, 1985 and the First Series 1987 Supplemental Master Trust Indenture, Mortgage and Security Agreement.

The Corporation and Rush North Shore have heretofore executed and delivered to the Master Trustee the Rush North Shore Supplemental Master Trust Indenture dated as of July 15, 1989, the Series 1989A Supplemental Master Trust Indenture Mortgage and Security Agreement dated as of July 15, 1989, the Series 1989B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of August 15, 1989, the Series 1990A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of April 1, 1990, the Series 1990B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of September 1, 1990, the Series 1991A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of June 1, 1991, the Amendatory Supplemental Master Trust Indenture dated as of November 1, 1991 and the Amendatory Supplemental Master Trust Indenture dated as of November 30, 1993.

The Corporation, Rush North Shore and the Fox Valley Members have heretofore executed and delivered to the Master Trustee the Copley Supplemental Master Trust Indenture dated as of October 1, 1993, the Series 1993A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of October 1, 1993, the Amendatory Supplemental Master Trust Indenture dated as of November 30, 1993 and the Amendatory Supplemental Master Trust Indenture dated as of December 31, 1993.

The Original Master Indenture as supplemented and amended from time to time is referred to herein as the "Master Indenture." The Corporation, Rush North Shore and the Fox Valley Members are collectively referred to herein as "Members of the Obligated Group;" other terms

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used in this Series 1995A Mortgage shall have the meanings ascribed to them in the Master Indenture. The real property currently subject to the Master Indenture is described in the attached Exhibits A, B and C.

The Members of the Obligated Group are authorized by law, and deem it necessary and desirable that they be able, to issue Direct Note Obligations and other evidences of indebtedness (collectively, the "Obligations") of several series in order to secure the financing or refinancing of health care facilities and for other lawful and proper corporate purposes. The Original Master Indenture provides for the issuance of Obligations without limitation. Each series is to be designated so as to differentiate the Obligations of such series. Each series may be secured by security (including, without limitation, liens, letters or lines of credit or insurance) of a Member ("Secured Obligations") which need not extend to any other series of Obligations.

The Series 1987 Mortgage provided for the issuance of Secured Obligations from time to time by Members of the Obligated Group. Certain Secured Obligations have been issued from time to time thereunder pursuant to supplemental indentures amending and supplementing the Series 1985 Mortgage. Such Secured Obligations, including the Series 1995A Obligation, are referred to herein as the "Rush Mortgage Obligations." Additional supplemental indentures may be issued and may be equally and ratably secured with previously issued Secured Obligations.

The Illinois Health Facilities Authority (the "Authority") maintains a pooled financing program which was established in 1985 (the "Series 1985F Program") by the issuance of bonds designated as "Illinois Health Facilities Authority Variable Rate Demand Revenue Bonds, Series 1985F (Revolving Fund Pooled Financing Program)." The Authority has determined to assist the Corporation by making a loan available to the Corporation under the Series 1985F Program in the aggregate principal amount of \$8,500,000 to be used to reimburse the Corporation for the cost of certain health facilities and to pay certain costs in connection with the making of the loan.

The Corporation will issue its Direct Note Obligation, Series 1995A (Illinois Health Facilities Authority Series 1985F Program) in substantially the form set forth in the attached Exhibit D, in the aggregate principal amount of \$8,500,000 (the "Series 1995A Obligation") under and pursuant to this Series 1995A Mortgage and deliver the Series 1995A Obligation to the Authority pursuant to the Project Loan Agreement Series 1985F dated as of February 1, 1995 (the "Series 1995A Loan Agreement") between the Corporation and the Authority.

The Corporation and the Master Trustee have determined that the Series 1995A Obligation is Indebtedness permitted to be incurred by the Corporation as Additional Indebtedness pursuant to paragraph (C) of Section 415 of the Original Indenture.

All actions necessary to make the Series 1995A Obligation, when authenticated by the Master Trustee, as provided in the Master Indenture, the valid, binding and legal obligation of the Corporation, secured by the Series 1985 Mortgage, the Series 1987 Mortgage, the Series 1989A Mortgage, the Series 1989B Mortgage, the Series 1990A Mortgage, the Series 1990B Mortgage, the Series 1991A Mortgage, the Series 1993A Mortgage, as amended and supplemented by this Series 1995A Mortgage (the "Rush Facilities Mortgages"), have in all respects been duly

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authorized; the Members of the Obligated Group, in the exercise of the legal right and power vested in them, execute this Series 1995A Mortgage; and the Corporation proposes to make, execute and deliver the Series 1995A Obligation.

GRANTING CLAUSES

In consideration of the premises, the acceptance of the Series 1995A Obligation by the Authority, the acceptance by the Master Trustee of the trusts hereby created and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of the principal of and any premium which may be due and payable on and the interest on all the Rush Mortgage Obligations and any other Secured Obligations at any time issued and outstanding and designated as Secured Obligations entitled to the equal and ratable security of the Rush Facilities Mortgages, and in order to secure the performance and observance by the Members of the Obligated Group of all the covenants and conditions contained in the 1995A Obligation, the Master Indenture, and the Series 1995A Loan Agreement, the Members of the Obligated Group have executed and delivered this Series 1995A Mortgage and by these presents do assign, grant, mortgage, warrant, convey, transfer, pledge, set over and confirm and do grant a security interest unto the Master Trustee and to its successors in the trust hereby created, and to it and its assigns forever, all the right, title and interest of Members of the Obligated Group in, to and under any and all of the following described property therein the "Mortgaged Property"):

DIVISION I

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

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

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

DIVISION II

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

TO HAVE AND TO HOLD all and singular, the Mortgaged Property, whether now owned or hereafter acquired, unto the Master Trustee, its successors and assigns forever; provided, however, that this Series 1995A Mortgage is upon the express condition that if the Members of the Obligated Group shall pay or cease to be paid all indebtedness secured by the Rush Facilities Mortgages and shall keep, perform and observe all and singular the covenants and promises in the Rush Mortgage Obligations or any other Secured Obligations hereinafter issued under the Master Indenture which the Corporation may designate to be secured under the Rush Facilities Mortgages or in the Series 1995A Loan agreement expressed to be kept, performed and observed by the Corporation, then the Rush Facilities Mortgages and the rights thereby granted shall cease, determine and be void, otherwise to remain in full force and effect.

The lien and priority of the Rush Facilities Mortgages shall equally and ratably extend to all amounts payable by the Members of the Obligated Group from time to time under the Rush Mortgage Obligations or any Secured Obligations hereinafter issued under the Master Indenture which any Member of the Obligated Group may designate by execution and delivery of a Supplemental Master Trust Indenture with respect thereto to be secured under the Rush Facilities Mortgages. The lien and priority of any Supplemental Master Indenture which the Corporation may designate to add security hereto at its inception shall equally and ratably extend to such Rush Mortgage Obligations or any Secured Obligations hereinafter issued under the Master Indenture which the Corporation may designate to be secured under the Rush Facilities Mortgages.

The Members of the Obligated Group and the Master Trustee hereby further covenant and agree as follows:

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Article I. Definitions

Section 1.1. Definitions. The terms used in this Series 1995A Mortgage, unless the context requires otherwise, shall have the same meanings set forth in the Preliminary Statement and in the Original Master Indenture as supplemented to date. All accounting terms not otherwise defined in such Indentures or herein shall have the meanings assigned to them in accordance with generally accepted accounting principles in effect from time to time. In addition, the following words and terms as used herein shall have the following meanings unless the context of use indicates another meaning or intent:

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

"Land" means the real estate described in Exhibits A, B and C to this Series 1995A Mortgage and all improvements and fixtures, unless released under the provisions of Section 4.2.

"Mortgaged Property" means the Land and other property described in the granting clauses of this Series 1995A Mortgage and any and all other property from time to time hereafter delivered as additional security pursuant to such granting clauses and this Series 1995A Mortgage unless released under the provisions of Section 4.2.

"Rush Facilities Mortgage" means the first mortgage lien on the Mortgaged Property secured pursuant to the mortgages listed in the Preliminary Statement, and subsequent Supplemental Master Indentures, if any, which the Members of the Obligated Group shall designate as Rush Facilities Obligations thereunder to be secured equally and ratably with the Rush Facilities Obligations.

"Rush Mortgage Obligations" means the Series 1985 A and B Obligations, the Series 1987 Obligation, the Series 1989A-1 Obligation, the Series 1989A-2 Obligation, the Series 1989B Obligation, the Series 1989C Obligation, the Series 1989D Obligation, the Series 1990A Obligation, the Series 1990B Obligations, the Series 1991A Obligations, the Series 1993 Obligations, the Series 1995A Obligation and other Obligations, if any, secured by the Rush Facilities Mortgage.

"Secured Obligations" means the Rush Mortgage Obligations and other Secured Obligations issued as provided in Section 208 of the Original Master Indenture secured by security (including, without limitation, liens, letters or lines of credit or insurance) of a Member of the Obligated Group.

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

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

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

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

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

"Series 1990B Mortgage" means the Series 1990B Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of September 1, 1990.

"Series 1991A Mortgage" means the Series 1991A Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of June 1, 1991.

"Series 1993A Mortgage" means the Series 1993A Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of September 1, 1993.

"Series 1995A Mortgage" means this Series 1995A Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of January ____, 1995.

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

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

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

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

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

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

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

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

"Series 1990B Obligations" means the Series 1990B-1 Obligation and the Series 1990B-2 Obligation defined in the Series 1990B Mortgage.

"Series 1991A-1 Obligation" means the Rush-Presbyterian-St. Luke's Medical Center Direct Note Obligation, Series 1991A-1, defined in the Series 1991A Mortgage.

"Series 1991A-2 Obligation" means the Rush North Shore Medical Center Direct Note Obligation, Series 1991A-2, defined in the Series 1991A Mortgage.

"Series 1991A Obligations" means the Series 1991A-1 Obligation and the Series 1991A-2 Obligation.

"Series 1993 Obligations" means the Series 1993A-1, Series 1993A-2 and Series 1993A-3 Direct Note Obligations defined in the Series 1993A Mortgage.

"Series 1995A Obligation" means the Rush-Presbyterian-St. Luke's Medical Center Direct Note Obligation, defined and described herein and set forth in Exhibit D, hereto.

Section 1.2. Construction of References. All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Series 1995A Mortgage as a whole and not to any particular Article, Section or subdivision unless the context indicates otherwise.

Article II. The Series 1995A Obligation

Section 2.1. Creation and Terms of the Series 1995A Obligation. There is hereby created an Obligation, designated the "Rush-Presbyterian-St. Luke's Medical Center Direct Note Obligation, Series 1995A (Illinois Health Facilities Authority Series 1985F Program)" which is referred to in this Series 1995A Mortgage as the "Series 1995A Obligation." The Series 1995A Obligation shall be substantially in the form set forth as Exhibit D hereto, shall be executed, authenticated and delivered in accordance with Article II of the Original Master Indenture, shall constitute an "Accelerable Instrument" hereunder, shall be issuable as one registered Obligation, without coupons, in the principal amount of \$8,500,000, shall be dated the date of issuance, and shall bear interest from the date of issuance at the rate or rates per annum on the unpaid balance until paid as calculated and billed pursuant to the Series 1995A Loan Agreement. The said principal and interest shall be payable as Loan Repayments in two payments of principal, the first payment on February 15, 1999 in the principal amount of \$4,000,000 and the final payment on February 15, 2000 in the principal amount of \$4,500,000. Interest shall be due and payable on the 15th day of the month following the month during which such interest accrued, commencing

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March 15, 1995. The final payment of principal and interest thereon shall be due and payable on February 15, 2000.

Section 2.2. Conditions Precedent to Issuance of the Series 1995A Obligation. The Series 1995A Obligation shall not be issued until all conditions precedent to the purchase of the Series 1995A Obligation by the Authority from the Corporation pursuant to the Series 1995A Loan Agreement and the Master Indenture (including, without limitation, the matters set forth in Section 701 of the Original Master Indenture) shall have been satisfied or waived by the proper party or parties thereto.

Section 2.3. Designation by the Members of the Obligated Group. Pursuant to Section 2.3 of the Series 1985 Mortgage, the Members of the Obligated Group hereby designate the Series 1995A Obligation as an additional series of Secured Obligations to be issued and equally and ratably secured by the Rush Facilities Mortgages.

Article III.

Prepayment Of The Series 1995A Obligation

The Series 1995A Obligation shall be prepayable prior to maturity, in whole or in part, in certain required installments as set forth in Section 2.1 and in the Series 1995A Obligation and in optional prepayments as provided in Article VIII of the Series 1995A Loan Agreement.

Article IV.

Incorporation Of Terms And Provisions Of Series 1989A Mortgage And Amendment Of Definitions

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

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

Section 4.3. Additional Remedies. The separate and additional remedies set forth in Article VIII of the Series 1989A Mortgage, which are applicable to the holder of the Series 1995A Obligation (as a holder of Obligations secured by the Rush Facilities Mortgages), are incorporated herein by reference.

Section 4.4. Definitions. The definitions of "Rush Facilities Mortgage", "Rush Mortgage Obligations" and "Secured Obligations" contained in the Series 1989A Mortgage are hereby amended to have the respective meanings thereof set forth in Section 2.1.

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Article V. Miscellaneous Provisions

Section 5.1. Covenant to Pay the Series 1995A Obligation. The Members of the Obligated Group agree that they will duly and punctually pay the principal of and premium, if any, and interest on the Series 1995A Obligation on the dates, at the times and at the place and in the manner provided in the Series 1995A Obligation, the Series 1995A Loan Agreement, the Rush Facilities Mortgages and the Original Master Indenture, when and as the same become payable, whether at maturity, upon call for redemption, by acceleration of maturity or otherwise, according to the true intent and meaning thereof and hereof. In addition, each Person becoming a Member of the Obligated Group pursuant to Section 404 of the Original Master Indenture will unconditionally and irrevocably agree to make payments upon the Series 1995A Obligation.

Section 5.2. Incorporation of the Master Indenture. The provisions of the Master Indenture are incorporated herein by reference, and in all respects not inconsistent with the terms and provisions of this Series 1995A Mortgage, and the Master Indenture is hereby ratified, approved and confirmed.

IN WITNESS WHEREOF, RUSH-PRESBYTERIAN-ST. LUKES MEDICAL CENTER has caused these presents to be signed in its name and on its behalf by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, RUSH NORTH SHORE MEDICAL CENTER has caused these presents to be signed in its name and on its behalf by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, COPLEY MEMORIAL HOSPITAL, INC. has caused these presents to be signed in its name and on its behalf by its President and its corporate seal to be hereunto affixed by its Vice President, COPLEY MEMORIAL HOSPITAL HEALTH CARE FOUNDATION has caused these presents to be signed in its name and on its behalf by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Treasurer, FOX VALLEY HEALTH SERVICES CORPORATION has caused these presents to be signed in its name and on its behalf by its President and its corporate seal to be hereunto affixed and attested by its Treasurer, COPLEY VENTURES, INC. 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 Treasurer and, to evidence its acceptance of the trusts hereby created, BANK OF AMERICA ILLINOIS has caused these presents to be signed in its name and on its behalf by its Vice President, its official seal to be hereunto affixed, and the same to be attested by its Trust Officer, all as of the day and year first above written.

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RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL
CENTER

By *Kevin J. Nease*
Its Vice President-Finance

(SEAL)

ATTEST:

Thomas Arthur
Its Assistant Secretary

COPLEY MEMORIAL HOSPITAL, INC.

By _____
Its Treasurer

(SEAL)

ATTEST:

Secretary

COPLEY MEMORIAL HOSPITAL HEALTH
CARE FOUNDATION

By _____
Its Assistant Treasurer

(SEAL)

ATTEST:

Secretary

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RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL
CENTER

By _____
Its Vice President-Finance

(SEAL)

ATTEST:

Its Assistant Secretary

COPLEY MEMORIAL HOSPITAL, INC.

By Richard Tillinger
Its Treasurer

(SEAL)

ATTEST:

Charlotte Musak
Secretary

COPLEY MEMORIAL HOSPITAL HEALTH
CARE FOUNDATION

By Richard Tillinger
Its Assistant Treasurer

(SEAL)

ATTEST:

Charlotte Musak
Secretary

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FOX VALLEY HEALTH SERVICES
CORPORATION

By Richard A. Fullinger
Its Treasurer

(SEAL)

ATTEST:

Charlotte Inuvak
Secretary

COPLEY VENTURES, INC.

By Richard A. Fullinger
Its Treasurer

(NO SEAL)

ATTEST:

Charlotte Inuvak
Secretary

RUSH NORTH SHORE MEDICAL CENTER

By _____
Its Vice President-Finance

(SEAL)

ATTEST:

Its Assistant Secretary

BANK OF AMERICA ILLINOIS

By _____
Its Vice President

(SEAL)

ATTEST:

Its Trust Officer

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FOX VALLEY HEALTH SERVICES
CORPORATION

By _____
Its Treasurer

(SEAL)

ATTEST:

Secretary

COPLEY VENTURES, INC.

By _____
Its Treasurer

(NO SEAL)

ATTEST:

Secretary

RUSH NORTH SHORE MEDICAL CENTER

By *John Frigo*
Its Vice President-Finance

(SEAL)

ATTEST:

Nancy E. Wain
Its Assistant Secretary

BANK OF AMERICA ILLINOIS

By *[Signature]*
Its Vice President

(SEAL)

ATTEST:

Michelle Gallo
Its Trust Officer

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

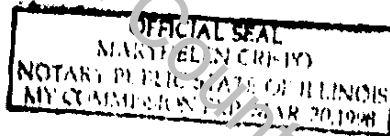
I, Mary Helen Crispo a Notary Public, do hereby certify that Kevin J. Necas and Thomas Arthur, personally known to me to be the same persons whose names are, respectively, as Vice President-Finance and as Assistant Secretary of Rush-Presbyterian-St. Luke's Medical Center, an Illinois not for profit corporation, 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 13th day of ~~January~~ ^{February}, 1995.

Mary Helen Crispo
Notary Public in and for Cook County, Illinois

(SEAL)

My commission expires:



95130438

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Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, Susan Van Volkenburg Notary Public, do hereby certify that Richard L. Felbinger and Charlotte Musak personally known to me to be the same persons whose names are, respectively, as Treasurer and Secretary of Copley Memorial Hospital, Inc., 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.

GIVEN under my hand and notarial seal this 31st day of January, 1995.



Susan Van Volkenburg
Notary Public in and for Kane County, Illinois

(SEAL)

My commission expires: June 8, 1997

95120438

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STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, ^{Susan} Van Volkenburg, a Notary Public, do hereby certify that Richard L. Felbinger and Charlotte Musak personally known to me to be the same persons whose names are, respectively, as Assistant Treasurer and Secretary of Copley Memorial Hospital Health Care Foundation, 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.

GIVEN under my hand and notarial seal this 31st day of January, 1995.




(Notary Public in and for Kane County, Illinois)

(SEAL)

My commission expires: June 8, 1997

95130438

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STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Susan

I, Susan Van Volkenburg, a Notary Public, do hereby certify that Richard L. Felbinger and Charlotte Musak personally known to me to be the same persons whose names are, respectively, as Treasurer and Secretary of Fox Valley Health Services 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 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.

GIVEN under my hand and notarial seal this 31st day of January, 1995.



Susan Van Volkenburg
Notary Public in and for Kane County, Illinois

(SEAL)

My commission expires: June 8, 1997

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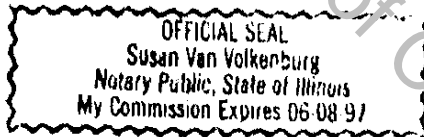
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Susan

I, Susan Van Volkenburg, a Notary Public, do hereby certify that Richard L. Felthuser and Charlotte Musak personally known to me to be the same persons whose names are, respectively, as Treasurer and Secretary of Copley Ventures, Inc., 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.

GIVEN under my hand and notarial seal this 31st day of January, 1995.



Susan Van Volkenburg
Notary Public in and for Kane County, Illinois

(SEAL)

My commission expires: June 8, 1997

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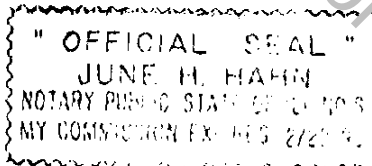
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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, June H. Hahn, a Notary Public, do hereby certify that John S. Frigo and Nancy E. Weisman personally known to me to be the same persons whose names are, respectively, as Vice President-Finance and as Assistant Secretary of Rush North Shore Medical Center, 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 15 day of ~~January~~^{February}, 1995.



(SEAL)

June H. Hahn
Notary Public in and for Cook County, Illinois

My commission expires: 2/22/95

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, T. M. DUBE, a Notary Public, do hereby certify that WILLIAM J. BOYD
and MICHELLE WILCOX personally known to me to be the same persons whose names are,
respectively, as Vice President and as Trust Officer of Bank of America Illinois, 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.

GIVEN under my hand and notarial seal this 17th day of January, 1995.



Notary Public in and for Cook County, Illinois

(SEAL)

My commission expires:



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EXHIBIT A
(Property of the Corporation)

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

Parcel A

A TRACT OF LAND IN THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST CONGRESS PARKWAY (66 FEET WIDE) AND THE CENTER LINE OF A NORTH AND SOUTH VACATED ALLEY IN BLOCK 12 IN ASHLAND ADDITION TO CHICAGO, BEING OGDEN'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 18, SAID ALLEY VACATED BY ORDINANCE PASSED JANUARY 20, 1960 AS PER DOCUMENT 17820686; THENCE SOUTH 00 DEGREES 08 MINUTES 03 SECONDS WEST ALONG THE CENTER LINE OF SAID VACATED ALLEY, A DISTANCE OF 97.70 FEET; THENCE CONTINUING ALONG SAID CENTER LINE A BEARING OF SOUTH 17 DEGREES 36 MINUTES 07 SECONDS WEST, A DISTANCE OF 5.83 FEET; THENCE CONTINUING ALONG SAID CENTER LINE A BEARING OF SOUTH 00 DEGREES 08 MINUTES 03 SECONDS WEST A DISTANCE OF 86.70 FEET TO A POINT ON THE MOST SOUTHERLY NORTH LINE OF LOT 7 IN THE SUBDIVISION (BY SANDS) OF LOT 5 IN ELLIOT'S RESUBDIVISION OF PART OF BLOCK 12 IN "ASHLAND ADDITION TO CHGO" BEING OGDEN'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 18; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SAID MOST SOUTHERLY NORTH LINE OF LOT 7, A DISTANCE OF 1.85 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF THE EAST 8.25 FEET OF SAID VACATED ALLEY, A DISTANCE OF 11 FEET TO THE WESTERLY EXTENSION OF THE MOST NORTHERLY NORTH LINE OF SAID LOT 7; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY EXTENSION OF LOT 7, A DISTANCE OF 8.25 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 10.4 FEET OF SAID LOT 7; THENCE SOUTH 00 DEGREES 05 MINUTES 17 SECONDS WEST ALONG THE SAID EAST LINE AND THE NORTHERLY EXTENSION OF SAID EAST LINE OF THE WEST 10.4 FEET OF LOT 7 A DISTANCE OF 111.17 FEET TO THE NORTH LINE OF WEST HARRISON STREET (66 FEET WIDE); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID WEST HARRISON STREET, A DISTANCE OF 526.74 FEET TO THE EAST LINE OF VACATED SOUTH MARSHFIELD AVENUE (66 FEET WIDE) SAID SOUTH MARSHFIELD AVENUE VACATED BY ORDINANCE PASSED JUNE 7, 1978 AS PER DOCUMENT NUMBER 24688186; THENCE NORTH 00 DEGREES 01 MINUTES 14 SECONDS EAST ALONG THE EAST LINE OF SAID MARSHFIELD AVENUE, A DISTANCE OF 290.30 FEET TO THE SOUTH LINE OF SAID WEST CONGRESS PARKWAY; THENCE SOUTH 89 DEGREES 58 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF SAID CONGRESS

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PARKWAY, A DISTANCE OF 534.62 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

PA

[Parking Garage]
601 South Paulina
Chicago, Illinois 60612

Parcel 2

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

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

[Academic Facility]
600 South Paulina
Chicago, Illinois 60612

Parcel 3

A PARCEL OF LAND IN THE EAST 1/2 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CONTAINING THAT PART OF WEST HARRISON STREET VACATED ABOVE CERTAIN ELEVATIONS AS PER ORDINANCE RECORDED AS DOCUMENT NUMBER 23002397, ALSO, PART OF WEST HARRISON

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STREET DEDICATED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 18871919 AND VACATED BY ORDINANCE RECORDED AS DOCUMENT 23002397, ALSO, THE EAST 1/2 OF A 16.50 FOOT WIDE NORTH AND SOUTH VACATED ALLEY, SAID ALLEY HAVING BEEN VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 18915082; ALSO PART OF THE NORTH 1/2 OF VACATED WEST FLOURNOY STREET VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 23002397; ALSO, LOTS 1 TO 16 IN BLOCK 3 OF SETTON'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 of SAID SECTION 18, (LOTS 13 TO 16 THEREON HAVING BEEN RESUBDIVIDED INTO LOTS 1 TO 7 BOTH INCLUSIVE, IN WILLIAM FALLOW'S SUBDIVISION OF SAID LOTS 13 TO 16 AFORESAID), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF LOT 12 OF SUBDIVISION OF LOT 5 IN BLOCK 12 IN ELLIOT'S RESUBDIVISION OF PARTS OF BLOCKS 12 AND 13 IN ASHLAND ADDITION TO CHICAGO, BEING THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 AND A FRACTION IN THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 18; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF WEST HARRISON STREET (66 FEET WIDE) EXTENDED EASTERLY, A DISTANCE OF 0.66 FEET TO THE WEST LINE OF SOUTH PAULINA STREET (66 FEET WIDE) EXTENDED NORTHERLY; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTH PAULINA STREET AND ITS NORTHERLY EXTENSION, A DISTANCE OF 501.20 FEET TO THE CENTER LINE OF SAID VACATED WEST FLOURNOY STREET; THENCE NORTH 89 DEGREES 56 MINUTES 45 SECONDS WEST ALONG SAID CENTER LINE, A DISTANCE OF 137.75 FEET TO A POINT IN THE SOUTH EXTENSION OF THE CENTER LINE OF SAID VACATED 16.50 FOOT WIDE ALLEY; THENCE NORTH 00 DEGREES 01 MINUTES 11 SECONDS WEST ALONG SAID CENTER LINE OF SAID VACATED ALLEY AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 464.37 FEET TO A POINT 34.69 FEET NORTH OF THE SOUTH LINE OF SAID WEST HARRISON STREET, AS SAID SOUTH LINE OF WEST HARRISON STREET WAS ESTABLISHED BY DEDICATION RECORDED AS DOCUMENT 18871919; THENCE NORTH 47 DEGREES 56 MINUTES 00 SECONDS WEST, A DISTANCE OF 54.78 FEET TO THE NORTH LINE OF SAID WEST HARRISON STREET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF WEST HARRISON STREET, A DISTANCE OF 173.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART THEREOF LYING IN VACATED HARRISON STREET ACCRUING OF LOTS 5, 6 AND THE WEST 10.4 FEET OF LOT 7 IN THE SUBDIVISION OF LOT 5 OF BLOCK 12 IN ELLIOT'S RESUBDIVISION OF PART OF BLOCKS 12 AND 13 OF ASHLAND ADDITION TO CHICAGO), IN COOK COUNTY, ILLINOIS.

17-18-250-006
17-18-250-007
17-18-250-008
17-18-250-015

17-18-251-003
17-18-252-001
17-18-405-016
17-18-405-023

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17-18-250-016
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17-18-405-034
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17-18-502-002
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17-18-502-005
17-18-502-006

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EXHIBIT B (Property of Copley)

[New Copley Campus]

THAT PART OF SECTION 36, TOWNSHIP 38 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF LOT 32 ON FOX VALLEY VILLAGES UNIT 28, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 36, TOWNSHIP 38 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 7, 1987 AS DOCUMENT 1816372 IN KANE COUNTY, ILLINOIS; THENCE SOUTH 66 DEGREES 56 MINUTES 23 SECONDS WEST, 823.50 FEET MORE OR LESS FOR A POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 154 DEGREES 01 MINUTES 13 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 62.33 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 62.0 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 10.92 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.08 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 225 DEGREES, 00 MINUTES, 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 101.75 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 3.72 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 225 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 21.32 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 5.23 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 95.58 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 13.33 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 7.67 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 31.83 FEET, AN ARC DISTANCE OF 33.0 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT LINE, 6.58 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 96.00 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 29.66 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 225 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 13.96 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.33 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 9.69 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST

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DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 25.38 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 14.33 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 53.83 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 47.75 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 52.83 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 108.17 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 13.33 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 7.67 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVED SOUTHEASTERLY TO THE LEFT HAVING A RADIUS OF 31.83 FEET, AN ARC DISTANCE OF 33.00 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT LINE, 6.58 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 84.67 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 71.67 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 6.25 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 75.75 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 13.67 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 26.33 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 15.25 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 9.17 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 4.92 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 13.33 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 73.25 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 1.33 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 15.18 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS

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MEASURED CLOCKWISE THEREFROM), 47.00 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED CLOCKWISE THEREFROM), 19.80 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED CLOCKWISE THEREFROM), 12.00 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.00 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 120.67 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 6.58 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVED SOUTHERLY HAVING A RADIUS OF 31.83 FEET, AN ARC DISTANCE OF 33.00 FEET; THENCE NORTHWESTERLY ALONG A NON-TANGENT LINE, 7.67 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 13.33 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 120.17 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 88.83 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 57.42 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 39.83 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 78.00 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 53.42 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 24.00 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 42.33 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 14.00 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 34.83 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.00 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 41.17 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 25.17 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVED NORTHERLY HAVING A RADIUS OF 229.42 FEET, AN ARC DISTANCE OF 110.8 FEET, MORE OR LESS; THENCE SOUTHEASTERLY ALONG A NON-TANGENT LINE, 30.00 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 17.25 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 25.42 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 229.42 FEET, AN ARC DISTANCE OF 226.4 FEET, MORE OR LESS; THENCE NORTHEASTERLY ALONG A TANGENT LINE, 113.60 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 205.25 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 22.00 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST

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DESCRIBED COURSE, 12.5 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 42.00 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED CLOCKWISE THEREFROM), 33.23 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 45 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED CLOCKWISE THEREFROM), 23.50 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 15.00 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 23.50 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 137.75 FEET MORE OR LESS; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 19.40 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 116.33 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 15.08 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED CLOCKWISE THEREFROM), 159.00 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 70.25 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 7.17 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 34.93 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 43.00 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 48.42 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 48.00 FEET, TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, IN KANE COUNTY, ILLINOIS.

15-36-400-012

15-36-300-007

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EXHIBIT C (Property of Rush North Shore)

PARCEL 1:

Lots 1 to 40, in Block 1; Lots 1 to 38 in Block 2; and Lots 1 to 18 in Block 3 all in Hillcrest Manor in the South 1/2 of the South East 1/4 of the southwest 1/4 lying West of Grosse Point Road Section 10, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Vacated Kolmar Avenue lying south of the South Line of Payne Avenue and North of the North Line of Simpson Street, also vacated Kilbourn Avenue lying South of the south line of Payne and Northwesterly of the Northwesterly line of Grosse Point Road; also vacated Payne Avenue lying East of the East line of the East line of Kenton Avenue and West of the Center line of Kilbourn Avenue extended North, also all of the vacated alley lying within Blocks 1, 2 and 3 in Hillcrest Manor aforesaid, all as vacated by Ordinance recorded as Document 17381751.

(Excepting from the aforesaid Parcels 1 & 2 that part of Lots 1 through 6, Lots 35 through 40 and the vacated alley adjacent to the aforesaid lots all in Block 1 and taken as a tract described as follows: Commencing at the Northwest corner of Lot 1, thence North 89 degrees 30 minutes 03 seconds East 118.83 feet; thence South 0 degrees 58 minutes 42 seconds East 33.97 feet, for the point of beginning; thence continuing South 0 degrees 58 minutes 42 seconds East 123.17 feet; thence North 89 degrees 01 minutes 18 seconds East 83.15 feet; thence North 0 degrees 58 minutes 42 seconds West 123.17 feet; thence South 89 degrees 01 minutes 18 seconds West 83.15 feet to the point of beginning; commonly known as the "Professional Building").

PARCEL 3:

The South 1/2 of the West 1/2 of the North 1/2 of the South East 1/4 of the Southwest 1/4 of Section 10, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

10-10-301-011
10-10-305-042
10-10-305-043
10-10-306-038
10-10-307-019

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EXHIBIT D

(FORM OF NOTE)

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

RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER

DIRECT NOTE OBLIGATION, SERIES 1995A
(Illinois Health Facilities Authority Series 1985F Program)

No. R-1

\$8,500,000

RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER, an Illinois not for profit corporation (the "Corporation"), for value received, hereby promises to pay to the ILLINOIS HEALTH FACILITIES AUTHORITY (the "Authority"), or registered assigns, the principal sum of Eight Million Five Hundred Thousand and no/100 Dollars (\$8,500,000.00), with interest accrued from the date hereof at the rate or rates per annum on the unpaid balance until paid as calculated and billed pursuant to the Project Loan Agreement Series 1985F dated as of February 1, 1995 (the "Loan Agreement"), between the Corporation and the Authority. The said principal and interest shall be payable as Loan Repayments in two payments of principal, the first payment on February 15, 1999 in the principal amount of Four Million and no/100 Dollars (\$4,000,000) and the final payment on February 15, 2000 in the principal amount of Four Million, Five Hundred Thousand and no/100 Dollars (\$4,500,000). Interest shall be due and payable on the 15th day of the month following the month during which such interest accrued, commencing March 15, 1995. The final payment of principal hereof and interest thereon shall be due and payable on February 15, 2000. In the event this Note shall be assigned to the Bank (as defined in the Loan Agreement) as described in Section 5.02 of the Loan Agreement, it shall bear interest at the Corporate Base Rate (as defined in the Loan Agreement).

All Loan Repayments shall be payable at the principal corporate trust office of American National Bank and Trust Company of Chicago or such other place as the Authority may designate in writing, unless this Note has been assigned to the Bank, in which event Loan Repayments shall be payable at the principal office of NBD Bank, Schaumburg, Illinois.

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

If any payment due hereunder, except the final payment, shall not be paid by the 15th day of the month following the month in which such payment became due in the case of principal or

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

This Series 1995A Obligation is issued under and secured by and entitled to the security of the Master Trust Indenture dated as of December 1, 1985, duly executed and delivered by the Corporation to Bank of America Illinois, as Master Trustee (the "Original Master Trustee"), as supplemented and amended. Reference is made to the Series 1995A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of February 1, 1995 (the "Series 1995 Mortgage") for an itemization of all supplemental indentures to the Original Master Indenture. The Original Master Indenture as so supplemented is referred to herein as the "Master Indenture." This Series 1995A Obligation is issued under the Master Indenture, as specified in the Series 1995A Mortgage.

The Corporation and Rush North Shore Medical Center, Copley Memorial Hospital, Inc., Copley Memorial Hospital Health Care Foundation, Fox Valley Health Services Corporation and Copley Ventures, Inc. are Members of the Obligated Group (as such term is defined in the Master Indenture). Members of the Obligated Group jointly and severally agree under the Master Indenture to be liable on all Obligations issued under the Master Indenture. Reference is made to the Master Indenture for the provisions, among others, with respect to the nature and extent of the security for this Series 1995A Obligation, the rights, duties and obligations of the Members of the Obligated Group and the Original Master Trustee and the rights of the holder of this Series 1995A Obligation, and to all the provisions of which the holder hereof by the acceptance of this Series 1995A Obligation assents.

This Series 1995A Obligation is transferable by the registered holder hereof in person or by duly authorized attorney at the principal office of the Original Master Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Master Indenture, and upon surrender and cancellation of this Series 1995A Obligation. Upon such transfer a new registered Obligation or Obligations without coupons of the same series and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. The Original Master Trustee may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and the Original Master Trustee shall not be affected by any notice to the contrary.

The Series 1995A Obligation is issuable as a single fully registered Obligation without coupons in the amount of \$8,500,000. The Series 1995A Obligation may not be exchanged for coupon Obligations.

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The principal of this Series 1995A Obligation is subject to prepayment by Members of the Obligated Group from time to time, in the manner and under the circumstances set forth in the Loan Agreement.

Under the terms of the Master Indenture, provision for payment of all or a portion of the Series 1995A Obligation or any Obligation may be made in the manner and with the effect provided therein.

The holder of this Series 1995A Obligation shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Indenture. In certain events (including without limitation the occurrence of an "event of default" as defined in the Master Indenture), on the conditions, in the manner and with the effect set forth in the Master Indenture, the outstanding principal of the Series 1995A Obligation may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Master Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Master Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Series 1995A Obligation, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 1995A Obligation have been duly authorized by resolution of the Member of the Obligated Group signing this Obligation.

No recourse shall be had for the payment of the principal of, premium or interest on this Series 1995A Obligation or for any claim based hereon or upon any obligation, covenant or agreement in the Master Indenture contained against any past, present or future officer, member, employee, director or agent of any Member of the Obligated Group or an incorporator, officer, director, member, employee or agent of any successor corporation or body politic, as such, either directly or through any Member of the Obligated Group or any such successor corporation under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, directors, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Master Indenture and the issuance of this Series 1995A Obligation.

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

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This Series 1995A Obligation shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Master Indenture until the certificate of authentication hereon shall have been duly executed by the Original Master Trustee.

IN WITNESS WHEREOF, Rush-Presbyterian-St. Luke's Medical Center has caused this Obligation to be executed in its name and on its behalf by the signature of its Vice President - Finance and has caused its seal to be manually affixed hereto, and attested by the manual signature of its Assistant Secretary, all as of the ___ day of February, 1995.

RUSH-PRESBYTERIAN-ST. LUKE'S
MEDICAL CENTER

By _____
Vice President - Finance

(SEAL)

Attest:

Assistant Secretary

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Certificate of Authentication

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

BANK OF AMERICA ILLINOIS, as Master
Trustee

By _____
Authorized Officer or Signer

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