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**SERIES 1996A SUPPLEMENTAL MASTER TRUST INDENTURE,  
MORTGAGE AND SECURITY AGREEMENT**

Dated as of June 1, 1996

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  
FIRST TRUST OF ILLINOIS, NATIONAL ASSOCIATION,  
as Master Trustee

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 the issuance of various Direct Note Obligations and for the security of the Rush Facilities Mortgage.

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

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**BOX 333-CTI**

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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 Push 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 90189799, 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, the Amendatory Supplemental Master Trust Indenture dated as of December 31, 1993, recorded as Document 94138451, the Series 1995A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of February 1, 1995, recorded in Cook County as Document 95120438 and in Kane County as Document 95K009455, and the Series 1995B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of April 1, 1995, recorded in Cook County as Document 95273710 and in Kane County as Document 95K22911.

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This SERIES 1996A SUPPLEMENTAL MASTER TRUST INDENTURE, MORTGAGE AND SECURITY AGREEMENT (this "Series 1996A Mortgage"), dated as of June 1, 1996, among RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER, an Illinois not for profit corporation ("RPSLMC"), RUSH NORTH SHORE MEDICAL CENTER, an Illinois not for profit corporation ("Rush North Shore"), and COPLEY MEMORIAL HOSPITAL, INC. ("Copley"), COPLEY MEMORIAL HOSPITAL HEALTH CARE FOUNDATION, FOX VALLEY HEALTH SERVICES CORPORATION, AND COPLEY VENTURES, INC. (Copley and the three last named corporations, the "Fox Valley Members"), all of which are Illinois not-for-profit corporations, and FIRST TRUST OF ILLINOIS, NATIONAL ASSOCIATION, a national banking association, 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 400 North Michigan Avenue, Chicago, Illinois 60611 (herein called the "Master Trustee");

## PRELIMINARY STATEMENT

RPSLMC, 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.

RPSLMC 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.

RPSLMC, 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 December 31, 1993, the Series 1995A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of February 1, 1995, and the Series 1995B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of April 1, 1995.

The Original Master Indenture as supplemented and amended from time to time is referred to herein as the "Master Indenture." RPSLMC, Rush North Shore and the Fox Valley Members are collectively referred to herein as "Members of the Obligated Group;" other terms used in this Series 1996A Mortgage shall have the meanings ascribed to them in the Master

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Indenture. The real property subject to the Master Indenture upon the execution and delivery of this Series 1996A Mortgage 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 1985 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 1996A 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") is a body politic and corporate and a public instrumentality of the State of Illinois having, among other powers, the statutory power (i) to make mortgage loans or other secured or unsecured loans to and for the benefit of any participating health institution in the State of Illinois for the cost of a project, (ii) to refund outstanding obligations incurred by a participating health institution for the cost of a project, and (iii) to refinance indebtedness incurred for projects undertaken and completed when the Authority finds that such refinancing is in the public interest. The Authority has assisted the Obligated Group by previously issuing its \$21,500,000 Illinois Health Facilities Authority Revenue Bonds, Series 1989A (Rush-Presbyterian-St. Luke's Medical Center Obligated Group) (the "Series 1989A Bonds"). In order to enhance the liquidity for the Series 1989A Bonds, RPSLMC has determined to obtain a letter of credit (the "Letter of Credit") from The Northern Trust Company (the "Bank"), and, in connection therewith, to enter into a Reimbursement Agreement dated as of June 1, 1996 (the "Reimbursement Agreement") with the Bank providing the terms and conditions of the Letter of Credit.

To evidence its obligation to reimburse the Bank for amounts drawn under the Letter of Credit and to secure the obligations of the Obligated Group hereunder, RPSLMC will issue its Direct Note Obligation (the "Series 1996A Obligation") in the aggregate principal amounts of \$ \_\_\_\_\_.

Section 415 of the Original Master Indenture limits the incurrence of Additional Indebtedness by the Corporation or any other Member. RPSLMC, Rush North Shore and the Fox Valley Members have determined that the Series 1996A Obligation constitutes Indebtedness permitted to be incurred by the Members as Additional Indebtedness pursuant to paragraph (C) of Section 415.

All actions necessary to make the Series 1996A Obligation, when authenticated by the Master Trustee, as provided in the Master Indenture, the valid, binding and legal obligation of

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RPSLMC, 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, the Series 1995A Mortgage, the Series 1995B Mortgage, as amended and supplemented by this Series 1996A Mortgage (the "Rush Facilities Mortgages"), have in all respects been duly authorized; the Members of the Obligated Group, in the exercise of the legal right and power vested in them, execute this Series 1996A Mortgage; and RPSLMC proposes to make, execute and deliver the Series 1996A Obligation.

## GRANTING CLAUSES

In consideration of the premises, the acceptance of the Series 1996A Obligation by the Bank, 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 Series 1996A Obligation, the Master Indenture, and the Reimbursement Agreement, the Members of the Obligated Group have executed and delivered this Series 1996A 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 (herein 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 the 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 RPSLMC, 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

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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 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 1996A Mortgage is upon the express condition that if the Members of the Obligated Group shall pay or cause 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 Members of the Obligated Group may designate to be secured under the Rush Facilities Mortgages or in the Reimbursement Agreement expressed to be kept, performed and observed by the Members of the Obligated Group, then the Rush Facilities Mortgages and the rights thereby granted shall cease, terminate 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 Members of the Obligated Group 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 Members of the Obligated Group 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 1996A 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 or use indicates another meaning or intent:

"Authority" means the Illinois Health Facilities Authority, a body politic and corporate and public instrumentality of the State of Illinois.

"Bond Trustee" means The First National Bank of Chicago or any successor trustee under the Bond Indentures.

"Copley" means Copley Memorial Hospital, Inc., an Illinois not for profit corporation.

"Copley Ventures" means Copley Ventures, Inc., an Illinois not for profit corporation.

"Foundation" means Copley Memorial Hospital Health Care Foundation, an Illinois not for profit corporation.

"Fox Valley" means Fox Valley Health Services Corporation, an Illinois not for profit corporation.

"Fox Valley Members" means Copley, the Foundation, Fox Valley and Copley Ventures.

"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 1996A Mortgage and all improvements and fixtures, unless released under the provisions of Section 4.2.

"Master Indenture" means the Original Master Indenture as supplemented and amended.

"Mortgaged Property" means the Land and other property described in the granting clauses of this Series 1996A Mortgage and any and all other property from time to time hereafter delivered as additional security pursuant to such granting clauses and this Series 1996A Mortgage unless released under the provisions of Section 4.2.

"Original Master Indenture" means the Master Trust Indenture dated as of December 1, 1985, referred to in the Preliminary Statement.

"Rush Facilities Mortgage" means the first mortgage lien on the Mortgaged Property secured pursuant to the Rush Facilities Mortgages, and pursuant to Supplemental Master

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Indentures, if any, which the Members of the Obligated Group shall designate as Obligations thereunder to be secured equally and ratably with the Rush Mortgage Obligations.

"Rush Facilities Mortgages" means 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, the Series 1995A Mortgage, the Series 1995B Mortgage, and this Series 1996A Mortgage.

"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, the Series 1995B Obligation, and the Series 1996A Obligation, and other Obligations, if any, secured by the Rush Facilities Mortgage.

"Rush North Shore" means Rush North Shore Medical Center, an Illinois not for profit corporation.

"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, 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.

"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.

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"Series 1995A Mortgage" means the Series 1995A Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of February 1, 1995.

"Series 1995B Mortgage" means the Series 1995B Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of April 1, 1995.

"Series 1996A Mortgage" means this Series 1996A Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of June 1, 1996, providing for the issuance of the Series 1996A Obligation.

"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 1989A Mortgage.

"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.

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"Series 1995A Obligation" means the Rush-Presbyterian-St. Luke's Medical Center Direct Note Obligation, defined in the Series 1995A Mortgage.

"Series 1995B Obligation" means the Copley Memorial Hospital, Inc. Direct Note Obligation, defined in the Series 1995B Mortgage.

"Series 1996A Obligation" means the Rush-Presbyterian-St. Luke's Medical Center Direct Note Obligation Series 1996A defined and described herein, the form of which is set forth in Exhibit D hereto, and which shall replace the Series 1989B Obligation.

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 1996A Mortgage as a whole and not to any particular Article, Section or subdivision unless the context indicates otherwise.

## Article II. The Series 1996A Obligation

Section 2.1. Creation and Terms of the Corporation Obligations. There is hereby created an Obligation, designated the "Rush-Presbyterian-St. Luke's Medical Center Series 1996A Direct Note Obligation," which is referred to in this Series 1996A Mortgage as the Series 1996A Obligation. It shall be substantially in the form set forth as Exhibit D hereto, shall be in the principal amount of \$\_\_\_\_\_ and shall bear interest from the date of issuance at the rates described therein on the unpaid balance until paid as calculated and billed pursuant to the Reimbursement Agreement.

Section 2.2. General Terms of Series 1996A Obligation. The Series 1996A Obligation shall be executed, authenticated and delivered in accordance with Article II of the Original Indenture, shall constitute an "Accelerable Instrument" hereunder, and shall be issuable as one registered Obligation, without coupons.

Section 2.3. Conditions Precedent to Issuance of the Series 1996A Obligation and Disbursements. The Series 1996A Obligation shall not be issued until all conditions precedent to the issuance of the Series 1996A Obligation by RPSLMC pursuant to the Reimbursement Agreement and also pursuant to the Master Indenture as supplemented to date (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 2.4. Designation by RPSLMC, the Fox Valley Members and Rush North Shore. Pursuant to Section 2.3 of the Series 1985 Mortgage, RPSLMC, the Fox Valley Members and Rush North Shore hereby designates the Series 1996A Obligation as an additional series of Secured Obligations to be issued and equally and ratably secured by the Rush Facilities Mortgage.

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## Article III.

### Prepayment of the Series 1996A Obligation

The Series 1996A Obligation shall be subject to prepayment prior to maturity, in whole or in part, as set forth in the Series 1996A Obligation. The Series 1996A Obligation shall also be prepayable in optional prepayments as provided in Article VI of each of the Loan Agreements and the Reimbursement 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 RPSLMC 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 the Series 1989B Mortgage, the Series 1990A Mortgage, the Series 1990B Mortgage, the Series 1991A Mortgage, the Series 1993A Mortgage, the Series 1995A Mortgage, the Series 1995B Mortgage, and by this Series 1996A Mortgage, 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 1996A Obligation (as a holder of one of the Secured 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 herein in Section 1.1.

## Article V.

### Miscellaneous Provisions

Section 5.1. Covenant to Pay the Series 1996A 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 1996A Obligation on the dates, at the times and at the place and in the manner provided in the Series 1996A Obligation, the Reimbursement 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 1996A Obligation.

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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 1996A Mortgage and the Master Indenture is hereby ratified, approved and confirmed.

IN WITNESS WHEREOF, RUSH-PRESBYTERIAN-ST. LUKE'S 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, FIRST TRUST OF ILLINOIS, NATIONAL ASSOCIATION, 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 [Signature]  
Its Vice President-Finance

(SEAL)

ATTEST:

[Signature]  
Its Assistant Secretary

COPLEY MEMORIAL HOSPITAL, INC.

By \_\_\_\_\_  
Its Vice President-Finance

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

COPLEY MEMORIAL HOSPITAL HEALTH  
CARE FOUNDATION

By \_\_\_\_\_  
Its Assistant Treasurer

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

FOX VALLEY HEALTH SERVICES  
CORPORATION

By \_\_\_\_\_  
Its Treasurer

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

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Property of Cook County Clerk's Office

# UNOFFICIAL COPY

RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL  
CENTER

By \_\_\_\_\_  
Its Vice President-Finance

(SEAL)

ATTEST:

\_\_\_\_\_  
Its Assistant Secretary

COPLEY MEMORIAL HOSPITAL, INC.

By Richard A. Fellingner  
Its Vice President-Finance

(SEAL)

ATTEST:

Charlotte Musak  
Secretary

COPLEY MEMORIAL HOSPITAL HEALTH  
CARE FOUNDATION

By Richard A. Fellingner  
Its Assistant Treasurer

(SEAL)

ATTEST:

Charlotte Musak  
Secretary

FOX VALLEY HEALTH SERVICES  
CORPORATION

By Richard A. Fellingner  
Its Treasurer

(SEAL)

ATTEST:

Charlotte Musak  
Secretary

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11/11/11

# UNOFFICIAL COPY

COPLEY VENTURES, INC.

By Richard L. Fellingner  
Its Treasurer

(NO SEAL)

ATTEST:

Charlotte Inusah  
Secretary

RUSH NORTH SHORE MEDICAL CENTER

By \_\_\_\_\_  
Its Vice President-Finance

(SEAL)

ATTEST:

\_\_\_\_\_  
Its Assistant Secretary

FIRST TRUST OF ILLINOIS, N.A.

By \_\_\_\_\_  
Its Vice President

(SEAL)

ATTEST:

\_\_\_\_\_  
Its Trust Officer

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

11/11/2011 10:11:11 AM



# UNOFFICIAL COPY

COPLEY VENTURES, INC.

By \_\_\_\_\_  
Its Treasurer

(NO SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

RUSH NORTH SHORE MEDICAL CENTER

By  \_\_\_\_\_  
Its Vice President-Finance

(SEAL)

ATTEST:

  
Its Assistant Secretary

FIRST TRUST OF ILLINOIS, N.A.

By \_\_\_\_\_  
Its Vice President

(SEAL)

ATTEST:

\_\_\_\_\_  
Its Trust Officer

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# UNOFFICIAL COPY

COPLEY VENTURES, INC.

By \_\_\_\_\_  
Its Treasurer

(NO SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

RUSH NORTH SHORE MEDICAL CENTER

By \_\_\_\_\_  
Its Vice President-Finance

(SEAL)

ATTEST:

\_\_\_\_\_  
Its Assistant Secretary



(SEAL)

ATTEST:

Margaret S. Kuyper  
Its Assistant Secretary

FIRST TRUST OF ILLINOIS, NATIONAL ASSOCIATION

By R.C. Bergman  
Its Vice President

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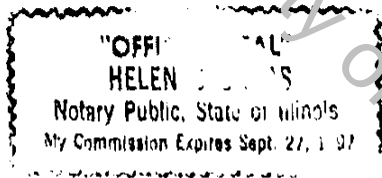
2025/08/20

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

I, Helen Casillas, a Notary Public, do hereby certify that Kevin J. Necas and Max D. Brown, 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 26th day of June, 1996.



Helen Casillas  
Notary Public in and for Cook County, Illinois

(SEAL)

My commission expires:

September 27, 1997.

Property of Cook County Clerk's Office

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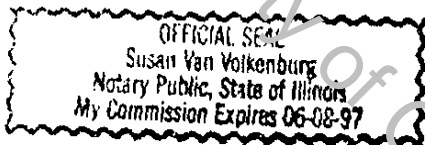
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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 Vice President-Finance 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 24th day of June, 1996.



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

(SEAL)

My commission expires: June 8, 1997

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Property of Cook County Clerk's Office

10/10/10

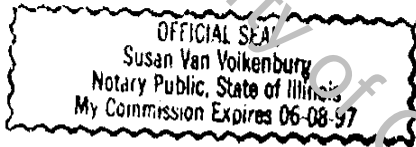


# UNOFFICIAL COPY

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 24th day of June, 1996.



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

(SEAL)

My commission expires: June 8, 1997

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Property of Cook County Clerk's Office

11/15/11

# UNOFFICIAL COPY

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 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 24th day of June, 1996.



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

(SEAL)

My commission expires: June 8, 1997

Cook County Clerk's Office

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Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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 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 24th day of June, 1996.



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

(SEAL)

My commission expires: June 8, 1997

Property of Cook County Clerk's Office

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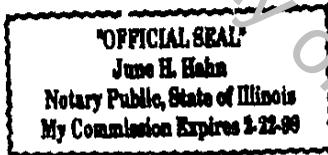
Property of Cook County Clerk's Office

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, June H. Hahn, a Notary Public, do hereby certify that Gregory Pagliuzza, Jr., 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 17 day of June, 1996.



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

(SEAL)

My commission expires: 2/22/99

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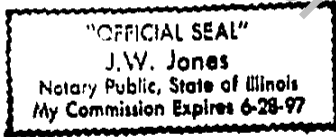


# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, J. WALLINGTON JONES, a Notary Public, do hereby certify that R. C. BERGMAN, and MARGARET BARAYSA, personally known to me to be the same persons whose names are, respectively, as Vice President and as Assistant Secretary of First Trust of Illinois, National Association, 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 25<sup>th</sup> day of June, 1996.



J.W. Jones  
Notary Public in and for Cook County, Illinois

(SEAL)

My commission expires: 6/28/97

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11/11/2011 10:00 AM

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## EXHIBIT A

(PROPERTY OF THE CORPORATION)

[Atrium Building]

1650 W. Harrison St.

Chicago, Illinois

### Parcel 1

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 17820685; 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

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PARKWAY; THENCE SOUTH 89 DEGREES 58 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF SAID CONGRESS PARKWAY, A DISTANCE OF 534.62 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

[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 (ALL 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.

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[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 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 SUTTON'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 133.75 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

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THEREOF LYING IN VACATED HARRISON STREET ACCRUING TO 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	17-18-251-003
17-18-250-007	17-18-252-001
17-18-250-008	17-18-405-016
17-18-250-015	17-18-405-023
17-18-250-016	17-18-405-024
17-18-250-017	17-18-405-025
17-18-405-034	17-18-405-026
17-18-405-035	17-18-405-027
17-18-406-027	17-18-502-002
17-18-406-028	17-18-502-003
17-18-406-029	17-18-502-004
17-18-407-032	17-18-502-005
17-18-407-033	17-18-502-006

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11/15/2011

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## EXHIBIT B

(Property of Copley)

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 8 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), 23.83 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 DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 25.38 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED

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Property of Cook County Clerk's Office

10-15-2011

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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 MEASURED COUNTER 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 COUNTER CLOCKWISE THEREFROM),

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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 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;

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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, 187.75 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, 34.92 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 Westerly of the Northwesterly line of Grosse Point Road, also all of the vacated alleys lying within Blocks 1, 2 and 3 in Hillcrest Manor aforesaid, all as vacated by Ordinances recorded as Documents 17381751 and 17906936.

(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 8 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 SERIES 1996A OBLIGATION)

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

#### RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER

#### DIRECT NOTE OBLIGATION, SERIES 1996A

No. R-1

\$ \_\_\_\_\_

RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER, an Illinois not for profit corporation (the "Obligor"), for value received, hereby promises to pay to THE NORTHERN TRUST COMPANY, (the "Bank") or registered assigns, a principal sum of \_\_\_\_\_ Million \_\_\_\_\_ Hundred \_\_\_\_\_ Thousand Dollars at such times and in such amounts as set forth in the hereinafter defined Reimbursement Agreement.

This Obligation is a full and unlimited obligation of the Obligor issued under the Master Indenture described below, pursuant to the Reimbursement Agreement dated as of June 1, 1996 (the "Reimbursement Agreement") between the Bank and the Obligor, and the terms, provisions and requirements of which documents, including those in connection with the default by the Obligor are incorporated hereby by reference.

This Series 1996A 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 Obligor to Continental Bank, National Association, as Master Trustee, to which First Trust of Illinois, National Association has succeeded (the "Master Trustee"), 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 dated as of July 1, 1987, executed and delivered by the Obligor to the Master Trustee, and as further supplemented and amended by the Rush North Shore Supplemental Master Trust Indenture dated as of July 15, 1989, which provided for Rush North Shore Medical Center ("Rush North Shore") to become a Member of the Obligated Group thereunder, 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, the Amendatory Supplemental Master Trust Indenture dated as of November 30, 1993, the Copley Supplemental Master Trust Indenture dated as of October 1, 1993, pursuant to which the Fox Valley Members have been members of the Obligated Group, the Series 1993A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of October 1, 1993, the Amendatory Master Trust Indenture dated as of

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December 31, 1993, the Series 1995A Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of February 1, 1995, the Series 1995B Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of April 1, 1995, and the Series 1996A Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of June 1, 1996. The Master Indenture as so supplemented is referred to as the "Master Indenture." Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Indenture.

The Members of the Obligated Group are the only Members of an Obligated Group (as such terms are 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 1996A Obligation, the rights, duties and obligations of the Members of the Obligated Group and the Master Trustee and the rights of the holder of this Series 1996A Obligation, and to all the provisions of which the holder hereof by the acceptance of this Series 1996A Obligation assents.

This Series 1996A Obligation is transferable by the registered holder hereof in person or by duly authorized attorney at the principal office of the 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 1996A 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 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 Master Trustee shall not be affected by any notice to the contrary.

This Series 1996A Obligation is issuable as a single fully-registered Obligation without coupons and may not be exchanged for coupon Obligations.

The principal of this Series 1996A Obligation is subject to prepayment by 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 this Series 1996A Obligation or any Obligation may be made in this manner and with the effect provided therein.

The holder of this Series 1996A 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 this Series 1996A Obligation may

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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.

This Obligation is an Accelerable Instrument (as defined in the Master Indenture) and the holder hereof has the right under the Master Indenture to request an acceleration of this Obligation upon the occurrence of an event of default described in Section 502 of 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 1996A Obligation exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 1996A Obligation have been duly authorized by resolution of the Member of the Obligated Group signing this Series 1996A Obligation.

No recourse shall be had for the payment of the principal of, premium or interest on this Series 1996A 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 any 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 1996A 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 Master Trustee to any Member of the Obligated Group.

This Series 1996A 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 Master Trustee.

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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 27th day of June, 1996.

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.

FIRST TRUST OF ILLINOIS, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Authorized Officer or Signer

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