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Cook County Recorder

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THIRD AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

Dated: as of September 20, 1999

Mortgagor:

Holy Family Medical Center
100 North River Road
Des Plaines, Illinois 60016

Mortgagee:

American National Bank and Trust
Company of Chicago
120 South LaSalle Street
Chicago, Illinois 60603

Mortgaged Property:

Common address: 150 North River Road, 1400 Golf Road, Des Plaines, Illinois

P.I.N. No.: 09-08-400-016 and 09-08-400-017

Prepared by:

Creighton R. Meland, Jr.
Baker & McKenzie
130 East Randolph Drive
One Prudential Plaza
Chicago, Illinois 60601

When recorded, please return to:

Creighton R. Meland, Jr.
Baker & McKenzie
130 East Randolph Drive
One Prudential Plaza
Chicago, Illinois 60601

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THIRD AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

This Third Amendment to Assignment of Rents and Leases (this "Amendment") made this 20th day of September, 1999, by and between American National Bank and Trust Company of Chicago, a national banking association ("Assignee") and Holy Family Medical Center, an Illinois not-for-profit corporation ("Assignor").

WITNESSETH

WHEREAS Assignor is indebted to Assignee in the original principal amount of up to \$10,310,000, which indebtedness is evidenced by that certain Construction Loan Note, dated as of December 23, 1997, executed by Assignor (as amended, extended, modified or supplemented from time to time herein the "Note"), which Note provides for the payment of the indebtedness described therein;

WHEREAS the Note was issued under and in connection with a Construction Loan Agreement between Assignor and Assignee dated July 30, 1997 (as amended, extended, modified or supplemented from time to time, herein called the "Loan Agreement");

WHEREAS the obligations of Assignor to Assignee evidenced by the Note, and certain other obligations of Assignor to Assignee, are secured by an Assignment of Rents and Leases, dated July 30, 1997, and recorded against the premises legally described in Exhibit A hereto in the office of the Recorder of Deeds of Cook County, Illinois on August 1, 1997 as Document No. 97561375 as amended by that certain First Amendment to Assignment of Rents and Leases, dated as of December 23, 1997 by and between Assignor and Assignee and also recorded against the premises legally described in Exhibit A hereto in the office of the Recorder of Deeds of Cook County, Illinois on December 24, 1997 as Document No. 97968742 and as further amended by that certain Second Amendment to Assignment of Rents and Leases, dated as of January 29, 1999 by and between Assignor and Assignee and also recorded against the premises legally described in Exhibit A hereto in the office of the Recorder of Deeds of Cook County, Illinois on February 16, 1999 as Document No. 99154086 (as amended, extended, modified or supplemented from time to time, the "Assignment"),

WHEREAS Assignor has executed and delivered to Assignee a Third Amendment to Construction Loan Agreement of even date herewith, which amends the Loan Agreement to, among other things, extend the "Maturity Date" (as that term is defined in the Loan Agreement) to October 31, 1999;

WHEREAS the Assignor and Assignor desire to amend the Assignment to give effect to the extension of said Maturity Date;

Now, therefore, in consideration of the premises, and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Now, therefore, in consideration of the premises, and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The recitals contained in this Amendment are hereby incorporated into the terms of this Amendment and form an integral part thereof.
2. In order to give effect to the foregoing, clause (a) of the first paragraph of the Mortgage following the heading "WITNESSETH" on page 1 is amended by deleting it in its entirety and substituting the following therefor:

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"(a) all indebtedness of the Mortgagor to the Mortgagee now or hereafter existing, including without limitation the principal sum of Ten Million Three Hundred Ten Thousand Dollars (\$10,310,000.00), payable in accordance with the terms of a Construction Loan Note dated December 21, 1997, payable by the Mortgagor to the order of Mortgagee, the final payment of which is due not later than October 31, 1999 together with interest thereon at the rates stated therein and in the Loan Agreement (as hereafter defined) (such promissory note, and all extensions, renewals and modifications thereof, and all notes issued in substitution or exchange therefor, being herein called the "Note"),"

3. In all other respects, the Mortgage shall remain unmodified and in full force and effect, shall secure in all respects the Note and all other terms, provisions and conditions of the Mortgage are hereby confirmed and ratified by the Mortgagor. Nothing contained herein or by the discharge of the obligations evidenced by the Note shall be construed to discharge, release or otherwise modify the obligations or liens created by the Mortgage.
4. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This instrument has been made and executed and delivered in the State of Illinois and shall be governed by and construed in accordance with the internal law of the State of Illinois. This Amendment may be executed and delivered in one or more counterparts, with the intention that all such counterparts, when taken together, shall constitute one and the same instrument.

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1. The recitals contained in this Amendment are hereby incorporated into the terms of this Amendment and form an integral part thereof.

2. In order to give effect to the foregoing, clause (a) of the first paragraph of the Assignment following the heading "WITNESSETH" on page 1 is amended by deleting the date "July 30, 1999" contained on the sixth line thereof and replacing said date with the date "October 31, 1999".

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3. In all other respects, the Assignment shall remain unmodified and in full force and effect, shall secure in all respects the Note and all other terms, provisions and conditions of the Assignment are hereby confirmed and ratified by the Assignor. Nothing contained herein or by the discharge of the obligations evidenced by the Note shall be construed to discharge, release or otherwise modify the obligations or liens created by the Assignment.

4. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This instrument has been made and executed and delivered in the State of Illinois and shall be governed by and construed in accordance with the internal law of the State of Illinois. This Amendment may be executed and delivered in one or more counterparts, with the intention that all such counterparts, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Amendment as of the day and year first above written.

HOLY FAMILY MEDICAL CENTER, an
Illinois not-for-profit corporation

By: *David L. Hendon*
Title: *Vice President, Finance*

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By: _____
Its: _____

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State of Illinois)
)SS
County of Cook)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that before me this day personally appeared _____ known to me to be and to be the _____ of Holy Family Medical Center, and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notary Seal this ___th day of September, 1999.

Notary Public
My Commission Expires: _____

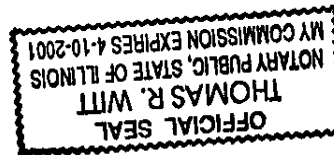
State of Illinois)
)SS
County of ~~Cook~~ Will)

I, THOMAS R WITT a Notary Public in and for the state and county aforesaid, do hereby certify that before me this day personally appeared James L. Imbeau known to me and to be the First Vice President of American National Bank and Trust Company of Chicago, and acknowledged to me that he executed and delivered this Agreement as his free and voluntary act, and as the free and voluntary act of said company for the uses set forth above.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal this 22nd day of September, 1999.

Thomas R Witt

Notary Public
My Commission Expires: 4-10-01



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EXHIBIT A

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LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOLF ROAD ACCORDING TO THE PLAT OF DEDICATION RECORDED FEBRUARY 27, 1929 AS DOCUMENT NO. 10294766 WITH A LINE 100.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 02 DEGREES 28 MINUTES 26 SECONDS EAST (BEING AN ASSUMED BEARING FOR THIS LEGAL DESCRIPTION) ALONG SAID LAST DESCRIBED PARALLEL LINE, 902.45 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LAND CONVEYED TO NAZARETHVILLE BY WARRANTY DEED RECORDED AS DOCUMENT NO. 22245835; THENCE NORTH 88 DEGREES 42 MINUTES 28 SECONDS EAST ALONG SAID SOUTH LINE OF LAND CONVEYED TO NAZARETHVILLE BY WARRANTY DEED RECORDED AS DOCUMENT NO. 22245835 AND ALONG SAID LINE EXTENDED EASTERLY AND WESTERLY, 1118.06 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 47.88 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS, 209.90 FEET; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 96.05 FEET (THE CHORD OF SAID ARC BEARS SOUTH 12 DEGREES 06 MINUTES 43 SECONDS WEST, 76.45 FEET); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 4.73 FEET TO A POINT ON THE NORTH FACE OF A BRICK BUILDING, 32.51 FEET WEST OF THE NORTHEAST CORNER OF SAID BUILDING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH FACE OF THE BRICK BUILDING, 18.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 4.73 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 70.86 FEET (THE CHORD OF SAID ARC BEARS NORTH 29 DEGREES 17 MINUTES 34 SECONDS WEST, 62.75 FEET); THENCE NORTH 64 DEGREES 07 MINUTES 20 SECONDS WEST, 53.64 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 206.51 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 113.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOLF ROAD ACCORDING TO THE PLAT OF DEDICATION RECORDED FEBRUARY 27, 1929, AS DOCUMENT NO. 10294766, WITH A LINE 100.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 (THE WEST LINE OF SAID SOUTHEAST 1/4 HAVING AN ASSUMED BEARING OF NORTH 02 DEGREES 28 MINUTES 26 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST ALONG SAID NORTH LINE OF GOLF ROAD, 1024.49 FEET; THENCE NORTH 00

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IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Amendment as of the day and year first above written. ⁹⁹⁹⁵¹²⁵⁶

HOLY FAMILY MEDICAL CENTER,
an Illinois not-for-profit corporation

By: _____
Title: _____

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By: John Z. Johnson
Its: First Vice President

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State of Illinois)
)SS
County of Cook)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that before me this day personally appeared DORIS HENRICKSON known to me to be and to be the V.P. FINANCE of Holy Family Medical Center, and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 22th day of September, 1999.



Susan E. Culotta
Notary Public
My Commission Expires: 1-28-2000

State of Illinois)
)SS
County of Cook)

I, _____ a Notary Public in and for the state and county aforesaid, do hereby certify that before me this day personally appeared James L. Imbeau known to me and to be the First Vice President of American National Bank and Trust Company of Chicago, and acknowledged to me that he executed and delivered this Agreement as his free and voluntary act, and as the free and voluntary act of said company for the uses set forth above.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal this ___ day of September, 1999.

Notary Public
My Commission Expires: _____

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DEGREES 01 MINUTES 44 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 81.87 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 01 MINUTES 44 SECONDS WEST, 118.79 FEET; THENCE NORTH 45 DEGREES 04 MINUTES 42 SECONDS WEST, 38.14 FEET TO A POINT ON THE SOUTHEASTERLY FACE OF A BRICK BUILDING; THENCE NORTH 44 DEGREES 55 MINUTES 18 SECONDS EAST ALONG THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY FACE OF SAID BRICK BUILDING, 8.99 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH FACE OF A BRICK BUILDING; THENCE NORTH 89 DEGREES 01 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 13.22 FEET; THENCE SOUTH 45 DEGREES 04 MINUTES 42 SECONDS EAST, 37.28 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 16.82 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST, 95.95 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST, 117.73 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 13.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST, 74.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 AND 2 AS SETFORTH IN DOCUMENT RECORDED AS 97217896 and as amended by document 97564757.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR ACCESS, PARKING UTILITY SERVICES AND LOADING DOCK PURPOSES AS DEFINED IN DECLARATION OF RECIPROCAL EASEMENTS MADE BY HOLY FAMILY MEDICAL CENTER DATED JULY 30, 1997 AND RECORDED AUG 1, 1997 AS DOCUMENT 97561373.

ILLINOIS Common Address: 150 North River Road, and 1400 Golf Road, Des Plaines, Illinois

P.I.N. No.(s): 09-08-400-016

09-08-400-017