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EIGHTH SUPPLEMENTAL INDENTURE

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DOUGLAS COUNTY, NEBR.

THE LUTHERAN MEDICAL CENTER OF OMAHA, NEBRASKA
(A NEBRASKA NOT-FOR-PROFIT CORPORATION)
OMAHA, NEBRASKA

TO

FIRSTIER BANK, N.A., OMAHA, NEBRASKA
(formerly The Omaha National Bank)

TRUSTEE

DATED AS OF APRIL 28, 1988

675A
MSC
B

SUPPLEMENTING INDENTURE OF MORTGAGE AND DEED OF TRUST (SECURITY AGREEMENT) DATED AS OF FEBRUARY 15, 1972, AS SUPPLEMENTED AND AMENDED BY THE FIRST SUPPLEMENTAL INDENTURE DATED AS OF FEBRUARY 15, 1972, THE SECOND SUPPLEMENTAL INDENTURE DATED AS OF AUGUST 24, 1976, THE THIRD SUPPLEMENTAL INDENTURE DATED AS OF FEBRUARY 1, 1979, THE FOURTH SUPPLEMENTAL INDENTURE DATED AS OF JULY 1, 1979, THE FIFTH SUPPLEMENTAL INDENTURE DATED AS OF FEBRUARY 1, 1980, THE SIXTH SUPPLEMENTAL INDENTURE DATED AS OF FEBRUARY 15, 1981, AND THE SEVENTH SUPPLEMENTAL INDENTURE DATED AS OF NOVEMBER 15, 1981.

847 59A 417 SR
BK N 30A 484-487 C/O FEE 43.50
PG 163-170 N 30A-49 ✓
59A 40.5 DEL IN MC WC
C. Mead CCMP F/B

THIS EIGHTH SUPPLEMENTAL INDENTURE, dated as of April 28, 1988, made by and between THE LUTHERAN MEDICAL CENTER OF OMAHA, NEBRASKA, a Nebraska not-for-profit corporation (hereinafter called the "Corporation"), party of the first part, and FIRSTIER BANK, N.A., OMAHA, (formerly The Omaha National Bank) having its principal office in the City of Omaha, Nebraska, as Trustee (hereinafter called the "Trustee"), party of the second part,

W I T N E S S E T H :

WHEREAS, the Corporation and the Trustee have executed and delivered the Indenture of Mortgage and Deed of Trust (Security Agreement), dated as of February 15, 1972 (the "Original Indenture"), providing for the issuance thereunder of the First Mortgage Bonds, Series A, of the Corporation; and

WHEREAS, the Corporation and the Trustee have executed and delivered the First Supplemental Indenture dated as of February 15, 1972 (the "First Supplemental Indenture"), providing for the issuance thereunder of an additional series of First Mortgage Bonds of the Corporation referred to as the Series B bonds; and

WHEREAS, the Corporation and the Trustee have executed and delivered the Second Supplemental Indenture dated as of August 24, 1976 (the "Second Supplemental Indenture"), providing for an amendment to the Original Indenture in respect of Fixed Rentals, as defined in the Original Indenture, payable by the Corporation; and

WHEREAS, the Corporation and the Trustee have executed and delivered the Third Supplemental Indenture dated as of February 1, 1979 (the "Third Supplemental Indenture"), providing for the issuance thereunder of an additional series of First Mortgage Bonds of the Corporation referred to as the Series C bonds; and

WHEREAS, the Corporation and the Trustee have executed and delivered the Fourth Supplemental Indenture dated as of July 1, 1979 (the "Fourth Supplemental Indenture"), solely for the purpose of correcting an inadvertent error contained in Section 4.2(b) of the Third Supplemental Indenture; and

WHEREAS, the Corporation and the Trustee have executed and delivered the Fifth Supplemental Indenture dated as of February 1, 1980 (the "Fifth Supplemental Indenture"), providing for the mortgaging of certain additional real property of the Corporation for the benefit of the holders of the First Mortgage Bonds; and

WHEREAS, the Corporation and the Trustee have executed and delivered the Sixth Supplemental Indenture dated as of

February 15, 1981 (the "Sixth Supplemental Indenture"), providing for the mortgaging of certain additional real property of the Corporation for the benefit of the holders of the First Mortgage Bonds; and

WHEREAS, the Corporation and the Trustee have executed and delivered the Seventh Supplemental Indenture dated as of November 15, 1981 (the "Seventh Supplemental Indenture"), providing for an amendment to the Original Indenture, as then amended, changing certain definitional provisions and changing certain provisions relating to indebtedness, financial statements, accreditation, investments, conditions precedent, and releases; and

WHEREAS, the Original Indenture was recorded as a mortgage on real estate in Douglas County, Nebraska, recorded in Book 1914 at Page 305 of the Mortgage Records of Douglas County, Nebraska, on March 1, 1972; and

WHEREAS, the First Supplemental Indenture was recorded as a mortgage in real estate in Douglas County, Nebraska, recorded in Book 1914 at Page 397 of the Mortgage Records of Douglas County, Nebraska, on March 1, 1972; and

WHEREAS, the Second Supplemental Indenture was recorded in Douglas County, Nebraska, in Book 2290 at Page 591 of the Mortgage Records of Douglas County, Nebraska, on January 24, 1979; and

WHEREAS, the Third Supplemental Indenture was recorded as a mortgage on real estate in Douglas County, Nebraska, recorded in Book 2312 at Page 549, of the Mortgage Records of Douglas County, Nebraska, on May 17, 1979; and

WHEREAS, the Fourth Supplemental Indenture was recorded in Douglas County, Nebraska, recorded in Book 623 at Page 646, of the Miscellaneous Records of Douglas County, Nebraska, on November 13, 1979; and

WHEREAS, the Fifth Supplemental Indenture was recorded in Douglas County, Nebraska, recorded in Book 629 at Page 126 of the Miscellaneous Records of Douglas County, Nebraska, on February 14, 1981; and

WHEREAS, the Sixth Supplemental Indenture was recorded in Douglas County, Nebraska, recorded in Book 647 at Page 556 of the Miscellaneous Records of Douglas County, Nebraska, on March 5, 1981; and

WHEREAS, the Seventh Supplemental Indenture was recorded in Douglas County, Nebraska, recorded in Book 668 at Page 607 of Miscellaneous Records of Douglas County, Nebraska, on March 31, 1982; and

WHEREAS, pursuant to the Original Indenture, the Corporation has granted, as security for and for the benefit of all bonds issued or to be issued from time to time pursuant to the Original Indenture, as amended and supplemented from time to time a first mortgage lien or real property of the Corporation acquired from time to time; and

WHEREAS, all acts and proceedings required by law and by the provisions of the Original Indenture, as amended and supplemented, by seven supplemental indentures (the "Amended Indenture"), necessary to constitute this Eighth Supplemental Indenture a valid and enforceable instrument according to its terms and for the purposes herein expressed have been done and performed, and the execution and delivery of this Eighth Supplemental Indenture have been in all respects duly authorized and/or ratified and confirmed;

NOW, THEREFORE, this Eighth Supplemental Indenture witnesseth:

That the Corporation, in consideration of the premises and of One Dollar to it duly paid by the Trustee at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, hereby covenants and agrees to and with the Trustee and its successors in the trusts under the Amended Indenture, for the equal and pro rata benefit of all holders of bonds and coupons, if any, appertaining thereto, issued and to be issued under the Amended Indenture, as follows:

ARTICLE ONE

MORTGAGE OF REAL PROPERTY

Section 1.1. The Corporation in order to better secure the principal of and interest (and premium, if any) on all bonds of the Corporation at any time issued and outstanding under the Amended Indenture according to their tenor and effect and the performance and observance by the Corporation of all of the covenants expressed or implied therein and in the bonds, does hereby grant, sell, warrant, remise, release, convey, assign, transfer, alien, mortgage, pledge, set over, confirm, and grant a security interest in, unto the Trustee and to its successor or successors in trust forever, with power of sale, all and singular, the real property described below as follows:

The North 28 feet of Lot Thirty (30), Griffin and Isaac's, an Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska.

West 52 feet of the South 10 feet of Lot Thirty (30) and the West 52 feet of Lot Thirty-One (31) together with a strip of land

30A-470

17 feet wide which abuts the aforesaid parcel on its Southerly side and which abuts the now existing Northerly line of St. Marys Avenue, all in Griffin and Isaac's Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska.

The East 30 feet of Lot Thirty-one (31) and the East 30 feet of the South 10 feet of Lot Thirty (30) in Griffin & Isaacs Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska, together with the East 30 feet of the strip of land 17 feet in width from North to South by 30 feet East to West lying adjacent to and immediately South of the South line of Lot Thirty-one (31) in Griffin & Isaac's Addition, said strip being between the present North line of St. Mary's Avenue and the South line of said Lot Thirty-one (31).

The West 30 feet of the East 60 feet of the South 10 feet of Lot Thirty (30) and the West 30 feet of the East 60 feet of Lot Thirty-one (31) and the West 30 feet of the East 60 feet of a strip of land 17 feet in width from North to South, lying adjacent to and immediately South of the South line of Lot Thirty-One (31), said strip being between the present North line of St. Mary's Avenue and the South line of Lot Thirty-One (31) in Griffin and Isaac's Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska.

The South 1/2 of Lot 28 and all of Lot 33, and all of that part of Lot 34 not taken for St. Mary's Avenue, and a 17 foot strip of vacated St. Mary's Avenue adjoining said Lot 34 on the South, all in Griffin and Isaac's Addition to the City of Omaha as surveyed, platted, and recorded, Douglas County, Nebraska, together with the West Half of the vacated alley adjacent thereto on the East.

59A-405

Lot 11 and 12, Block 2, Capitol Hill Addition, City of Omaha, Douglas County, State of Nebraska, as surveyed, platted, and recorded.

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acquired by the Corporation, in trust, nevertheless, for the same purposes and upon the same conditions as are set forth in the Original Indenture.

ARTICLE TWO

MISCELLANEOUS PROVISIONS

Section 2.1. In all respects not inconsistent with the terms and provisions of this Eighth Supplemental Indenture, the Amended Indenture is hereby ratified, approved, and confirmed. All of the stipulations, promises, covenants, undertakings, and agreements herein contained by or on behalf of the Corporation shall bind its successors and assigns whether so expressed or not.

In executing and delivering this Eighth Supplemental Indenture the Trustee shall be entitled to all of the privileges and immunities afforded to the Trustee under the terms and provisions of the Amended Indenture.

Section 2.2. This Eighth Supplemental Indenture shall be construed in connection with and as a part of the Amended Indenture and all terms, conditions, and covenants contained in the Amended Indenture except as herein modified and except as restricted in the Amended Indenture to bonds of a particular series shall apply to and be deemed to be for the equal benefit, security, and protection of all bonds issued under the Amended Indenture.

Section 2.3. The terms used in this Eighth Supplemental Indenture shall be deemed to have the same meanings as those used in the Amended Indenture unless otherwise specifically stated herein. This Eighth Supplemental Indenture may be executed in in several counterparts and each of such counterparts shall be deemed to be an original instrument, but such counterparts shall together constitute but one and the same instrument

IN WITNESS WHEREOF, THE LUTHERAN MEDICAL CENTER OF OMAHA, NEBRASKA, by its Board of Directors as the governing body thereof, has caused this Eighth Supplemental Indenture to be signed and delivered in its corporate name by its President, and its corporate seal to be hereunto affixed and to be attested by its Assistant Secretary; and in evidence of its acceptance of its trust, FIRSTIER BANK, N.A., OMAHA (formerly The Omaha National Bank) has caused this Eighth Supplemental Indenture to be signed

in its corporate name by its duly authorized officers and its corporate seal to be affixed, all as of the day and year first above written.

THE LUTHERAN MEDICAL CENTER OF
OMAHA, NEBRASKA

By [Signature]
President

(SEAL)

Attest:

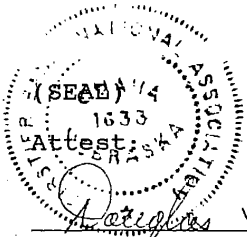
[Signature]
Secretary

Witnesses:

As to The Lutheran Medical
Center of Omaha, Nebraska

FIRSTIER BANK, N.A., OMAHA,
as Trustee

By [Signature]
Vice President



[Signature]

Witnesses:

As to FirstTier Bank, N.A., Omaha

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

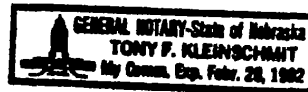
I, Tony F. Kleinschmitt, a Notary Public, Do Hereby Certify that GARY L. Peterson and Fred C. Pflueg, personally known to me to be the same persons and whose names are, respectively, as President and Secretary of The Lutheran Medical Center of Omaha, Nebraska, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being hereunto 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.

In Witness Whereof, I have hereunto set my hand and seal this 28 day of April, 1988.

Tony F. Kleinschmitt
Notary Public

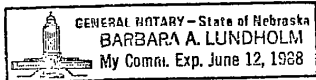
Commission Expires:

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



I, Barbara A. Lundholm, a Notary Public, Do Hereby Certify that Robert J. Gommers and Douglas S. Wildaker, personally known to me to be the same persons and whose names are, respectively, as Vice President and Trust Officer of FirstTier Bank, N.A., Omaha, 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.

In Witness Whereof, I have hereunto set my hand and seal this 28th day of April, 1988.



Barbara A. Lundholm
Notary Public

Commission Expires: 6-12-88