- (a) The mortgage lien on and security interest in the Facilities and the security interest in the Gross Receipts of the Hospital created by the 1982 Mortgage shall, in addition to the indebtedness described in the 1982 Mortgage (which includes the obligation of the Hospital under the 1982 Loan Agreement to pay to the County all amounts due by the County under and pursuant to the 1982 Bonds), secure the indebtedness and other obligations of the Hospital under and pursuant to the 1984 Loan Agreement and the Hospital Note. The Hospital hereby reaffirms the grant of the mortgage lien on and security interest in the Facilities and the grant of the security interest in the Gross Receipts created by the 1982 Mortgage, all for the purpose of securing the obligations of the Hospital under the 1982 Loan Agreement, the Hospital Note and the 1984 Loan Agreement. For the purpose of the mortgage lien and security interests granted by the 1982 Mortgage, as amended by this Mortgage Amendment, the obligations of the Hospital under the Hospital Note and the 1984 Loan Agreement shall (to the extent permitted by law) be deemed to have been incurred simultaneously with the issuance and sale of the 1982 Bonds; otherwise shall be deemed to have been incurred as of the date hereof.
- (b) It shall be the true meaning of the 1982 Mortgage, as amended by this Mortgage Amendment (the "Amended 1982 Mortgage"), that if the Hospital shall fully perform all the terms, conditions and covenants of the Amended 1982 Mortgage, the Hospital Note, the 1982 Loan Agreement, as amended by the 1982 Loan Agreement Amendment (the "Amended 1982 Loan Agreement"), and the 1984 Loan Agreement, then the Amended 1982 Mortgage shall be null and void; otherwise to remain in full force and effect.
- (c) Any reference in the 1982 Mortgage to the termination of the effectiveness of a provision thereof upon payment of all the Indenture Bonds and satisfaction of all the terms of the 1982 Loan Agreement shall be amended to provide that such provision shall nonetheless remain effective until the Amended 1982 Mortgage is no longer in force and effect.
- (d) All references in the 1982 Mortgage to the "Trustee" shall be read as referring to the "Trustee/Bank Agent".
- (e) The Amended 1982 Mortgage may be amended from time to time hereafter to provide that the mortgage lien and security interests granted thereby may also secure Additional Bonds or Parity Indebtedness issued or incurred in compliance with the applicable provisions of the Amended 1982 Loan Agreement and the 1984 Loan Agreement.
- (f) All references in the 1982 Mortgage to "this Mortgage" shall be read as referring to "the Amended 1982 Mortgage".