61 2007 00066973

Allegheny County
Valerie McDonald Roberts
Recorder of Deeds
Pittsburgh, PA 15219

Instrument Number: 2007-66973

Recorded On: June 19, 2007 **As-X-Mortgage Satisfaction**

Parties: BANK NY TRUST CO N A TRSTE

To ALLEGHENY GENL HOSPITAL **# of Pages: 9**

Comment:

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X-Mortgage Satisfaction		47.00
Pages > 2	6	
Names > 4	0	
Total:		**47.00**

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA

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File Information:

Document Number: 2007-66973
Receipt Number: 939174
Recorded Date/Time: June 19, 2007 03:16:57P
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PITTSBURGH PA 15219

Valerie McDonald-Roberts Recorder of Deeds

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When recorded please return to:

Alfred V. Watterson, Esq.
Lawyers Title Insurance – WILL CALL
One PPG Place, 12th Floor
Pittsburgh, Pa 15222
41000 6363

MORTGAGE SATISFACTION PIECE

Made this 18th day of June, 2007.

Mortgagor:	ALLEGHENY GENERAL HOSPITAL, a Pennsylvania nonprofit corporation
Mortgagee:	THE BANK OF NEW YORK TRUST COMPANY, N.A., successor Master Trustee to CHASE MANHATTAN TRUST COMPANY, NATIONAL ASSOCIATION
Original Mortgage Debt:	$641,984,967.00
Mortgage Information:	Open-End Mortgage and Security Agreement by Allegheny General Hospital in favor of Chase Manhattan Trust Company, National Association, as mortgagee in its capacity as master trustee under that certain Amended and Restated Master Indenture of Trust, dated as of July 1, 2000 and recorded in the Recorder's Office of Allegheny County, Pennsylvania on August 9, 2000 in Mortgage Book Volume 19982, page 195.
Mortgaged Premises:	See Exhibit A, which is attached hereto and made a part hereof.

The undersigned hereby certifies that the debt secured by the above-mentioned Mortgage has been fully paid or otherwise discharged and that upon the recording hereof said Mortgage shall be and is hereby fully and forever satisfied and discharged.

[Signature Page Follows]

WITNESS the due execution hereof.

WITNESS/~~ATTEST~~:

MORTGAGEE:

THE BANK OF NEW YORK TRUST COMPANY, N.A.

By: _____

ACKNOWLEDGMENT

STATE OF Pennsylvania)
) SS:
COUNTY OF Allegheny)

On this 18th day of June, 2007, before me, a notary public, the undersigned officer, personally appeared David Babich, who acknowledged himself/herself to be the Vice President of THE BANK OF NEW YORK TRUST COMPANY, N.A., and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name thereto by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Patricia A. McClean, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 15, 2010
Member, Pennsylvania Association of Notaries

Patricia A. McC
Notary Public

My commission expires:

CERTIFICATE OF RESIDENCE

The Mortgagee hereby certifies that its precise address is 301 Grant St., One Oxford Center, Suite 1100 c/o Global Corporate Trust Pittsburgh, PA 15219.

_____
Agent

Exhibit A

See attached.

EXHIBIT A

LEGAL DESCRIPTION

THAT CERTAIN REAL PROPERTY SITUATED IN THE COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ALLEGHENY, AND DESCRIBED AS FOLLOWS:

Green Valley Golf Course

Property conveyed by Green Valley Land Company to Allegheny General Hospital by indenture dated December 16, 1992 and recorded at Deed Book Volume 8870, Page 219 on December 16, 1992

PARCEL A:

ALL those two (2) certain lots or tracts of land situate in the Township of Ohio and partially in the Township of Ross, County of Allegheny and Commonwealth of Pennsylvania, being more particularly bounded and described in accordance with the composite survey prepared by John B. McDonald, Civil Engineer and Surveyor, bearing File No. 4639-19-9 and being last revised December 12, 1992, as follows:

I. TRACT 1:

ALL that certain lot or tract of ground situate in the Township of Ohio and partially in the Township of Ross, County of Allegheny, Pennsylvania, lying generally to the East of Camp Horne Road and South of Rochester-Lowries Run Road (L.R. 02299), as shown on said survey, and being more particularly bounded and described in accordance with the composite survey prepared by John B. McDonald, Civil Engineer and Surveyor, bearing File No. 4639-19-9, and last revised December 12, 1992, as follows:

BEGINNING at a point in a stream known and shown on said survey as Lowries Run Creek, said point of beginning being on the dividing line between the Townships of Ross and Ohio; thence continuing along the dividing line between the Townships of Ross and Ohio, South 1 degree 38' 47" West 447.16 feet to a point; thence leaving the dividing line between the Townships of Ross and Ohio, and along line of property now or formerly of F. Passios, South 75 degrees 36' 40" West 979.67 feet to a point; thence along said Passios line the following twelve (12) courses and distances: (i) South 81 degrees 56' 40" West 365.02 feet to a point; (ii) South 20 degrees 31' 40" West 312.73 feet to a point; (iii) North 72 degrees 56' 20" West 114.02 feet to a point; (iv) South 31 degrees 01' 40" West 113.06 feet; (v) South 21 degrees 00' 4" West 90.07 feet to a point; (vi) South 1 degree 06' 40" West 260.31 feet to a point; (vii) South 12 degrees 36' 20" East 152.80 feet to a point; (viii) South 88 degrees 16' 40" West 85.63 feet to a point; (ix) North 49 degrees 41' 20" West 82.30 feet to a point; (x)

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North 67 degrees 56' 20" West 106.03 feet to a point; (xi) North 42 degrees 13' 20" West 192.00 feet to a point; (xii) North 31 degrees 37' 40" West 282.97 feet to a point on the Easterly right of way line of Camp Horne Road; thence along the Easterly right of way line of Camp Horne Road the following twelve (12) courses and distances: (i) North 20 degrees 08' 50" East 430.52 feet to a point; (ii) North 35 degrees 19' 40" East 101.43 feet to a point; (iii) North 29 degrees 13' 20" East 80.95 feet to a point; (iv) North 26 degrees 24' 00" East 204.37 feet to a point; (v) South 76 degrees 43' 00" East 100.48 feet to a point; (vi) North 1 degree 06' 50" West 126.79 feet to a point; (vii) North 36 degrees 24' 00" East 48.29 feet to a point; (viii) North 46 degrees 41' 05" East 95.96 feet to a point; (ix) North 51 degrees 02' 00" East 48.38 feet to a point; (x) North 53 degrees 56' 50" East 48.63 feet to a point; (xi) North 62 degrees 10' 30" East 98.64 feet to a point; (xii) North 60 degrees 05' East 175.26 feet to a point on the Southerly line of Rochester-Lowries Run Road; thence continuing along the Southerly line of Rochester-Lowries Run Road the following seven (7) courses and distances: (i) North 63 degrees 26' 40" East 230.68 feet; (ii) South 88 degrees 49' East 375.82 feet; (iii) South 88 degrees 52' East 306.01 feet; (iv) North 75 degrees 22' East 68.25 feet; (v) North 63 degrees 10' East 211.60 feet; (vi) North 66 degrees 05' East 186.86 feet; (vii) North 79 degrees 46' 30" East 118.48 feet; thence leaving the Southerly line of Rochester-Lowries Run Road, South 11 degrees 47' 30" East 326.29 feet to a point on the Northerly side of Lowries Run Creek as shown on said survey; thence South 84 degrees 44' 30" West 149.29 feet to a point at the place of BEGINNING.

II. TRACT 2:

ALL that certain tract or piece of ground situate in the Township of Ohio, County of Allegheny and Commonwealth of Pennsylvania, lying generally to the East of Mt. Nebo Road (L.R. 02298) and to the North of Lowries Run Road (L.R. 02299) and being more particularly bounded and described in accordance with a composite survey prepared by John B. McDonald, Civil Engineer and Surveyor, bearing File No. 4639-19-9, and last revised December 12, 1992, as follows:

BEGINNING at a point on the Northerly line of Lowries Run Road, which point is common to the Southeast corner of the property herein described and the Southwest corner of property now or formerly of Ann Smith Larson; thence from said point of beginning and along line common to property now or formerly of Ann Smith Larson, North 11 degrees 47' 30" West 1721.22 feet to a point; thence along line now or formerly of McAdams, South 88 degrees 00' 1486.44 feet; thence South 25 degrees 00' 00" West 467.12 feet; thence South 71 degrees 45' West 161.70 feet to a point; thence South 45 degrees 15' West 319.89 feet to a point on the Easterly right of way line of Mt. Nebo Road; thence along the Easterly line of Mt. Nebo Road by curve to the right having a radius of 663.63 feet, an arc distance of 624.72 feet; thence still along the Easterly right of way line of Mt. Nebo Road, North 72 degrees 54' 13" East 8.50 feet; thence still along the Easterly right of way line of Mt. Nebo Road, South 17 degrees 05' 47" East 123.91 feet; thence still along the Easterly right of way line of Mt. Nebo Road, South 16 degrees 13' 40" East 155.99 feet; thence still along the Easterly right of way line of Mt. Nebo Road, North 81 degrees 58' 09" East 15 feet; thence still along the Easterly

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right of way line of Mt. Nebo Road, South 9 degrees 52' 54" East 101.08 feet; thence still along the Easterly right of way line of Mt. Nebo Road, South 23 degrees 38' 34" East 52.20 feet; thence still along the Easterly right of way line of Mt. Nebo Road, South 16 degrees 24' 21" East 242.07 feet to a point; thence by a curve to the left having a radius of 275 feet, an arc distance of 334.45 feet; thence North 75 degrees 33' 09" East 149.05 feet; thence North 79 degrees 03' 02" East 51.79 feet to a point on the Northerly right of way line of Lowries Run Road; thence along the Northerly right of way line of Lowries Run Road the following six (6) courses and distances: (i) North 64 degrees 40' East 274.55 feet; (ii) South 88 degrees 49' East 376.26 feet to a point; (iii) South 88 degrees 52' East 301.42 feet to a point; (iv) North 75 degrees 22' East 60.14 feet; (v) North 63 degrees 10' East 208.91 feet to a point; (vi) North 66 degrees 05' East 193.21 feet to a point at the place of BEGINNING.

SAID PARCEL A being designated as Block 348-C, Lot 8, Block 427-S, lot 144 and Block 428-N, Lot 16 in the Deed Registry Office of Allegheny County, Pennsylvania.

PARCEL B:

ALL those three (3) certain lots or tracts of land situate in the Township of Ohio, County of Allegheny and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

I. TRACT 1:

ALL that certain tract or parcel of land situate in the Township of Ohio, County of Allegheny and Commonwealth of Pennsylvania, being all of Parcel A in the Plan of Property made for Harry and Fannie Passios, called Passios Plan, of record in the Recorder's Office of Allegheny County in Plan Book Volume 97, pages 120 to 122.

BEING designated as Block 348-H, Lot No. 101 in the Deed Registry Office of Allegheny County, Pennsylvania.

EXCEPTING therefrom the parcel of ground acquired in fee by the United States of America by

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condemnation proceedings filed in the United States District Court for the Western District of Pennsylvania at C.A. No. 14115, notice of which is filed in the Recorder's Office of Allegheny County in Deed Book Volume 3512, page 196, to the extent said parcel may affect the subject premises.

TOGETHER with all right, title and interest in and to a certain 0.512 acre tract formerly subject to an easement in favor of the United States of America, described as Tract No. A-106-E-2 in condemnation proceedings filed in the United States District Court for the Western District of Pennsylvania at C.A. No. 14116, and in the Recorder's Office of Allegheny County in Deed Book Volume 3512, page 196. See Deed of Release of Easement of record in the Recorder's Office of Allegheny County in Deed Book Volume 8687, page 328 and Corrective Deed from Fannie Passios, widow, of record in the Recorder's Office of Allegheny County in Deed Book Volume _____, page _____.

II. TRACT 2:

ALL that certain lot or piece of ground situate in the Township of Ohio, County of Allegheny and Commonwealth of Pennsylvania, being all of Lot No. 1 in a Plan of Property made for Harry and Fannie Passios, called Passios Plan, of record in the Recorder's Office of Allegheny County in Plan Book Volume 97, page 120 to 122.

TOGETHER with a right of way 50 feet wide as shown on the aforesaid Plan.

ALSO TOGETHER with the right of way referenced in the Grant of Right of Way for Ingrees, Egress and Regress from James L. Schuler, et ux., et al., to James Passios, et ux., of record in the Recorder's Office of Allegheny County in Deed Book Volume 5635, Page 69.

BEING designated as block 348-D, Lot 232 in the Deed Registry Office of Allegheny County, Pennsylvania.

III. TRACT 3:

ALL that certain lot or piece of ground situate in the Township of Ohio, County of Allegheny and Commonwealth of Pennsylvania, being an unnumbered Parcel, designated "Area 0.2550 Acre, to be deeded to J.M. Passios", as shown on the Passios Revised Plan of Lots of record in the Recorder's Office of Allegheny County in Plan Book Volume 114, page 20, being bounded and described as follows:

BEGINNING at the dividing line between the aforesaid designated lot with Lot No. 1 in the Plan of Property made for Harry and Fannie Passios, called Passios Plan, of record in Plan

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Book Volume 97, pages 12 to 122, at the center line of a 50 foot wide right of way as shown on The Passios Revised Plan of Lots aforesaid; thence along the center line of said 50 foot wide right of way, North 19 degrees 37' 30" East 50.00 feet to a point; thence South 70 degrees 22' 30" East 222.165 feet to a point; thence South 19 degrees 37' 30" West 50.00 feet to the dividing line between the within described premises and Lot No. 1 in the Plan of Property made for Harry and Fannie Passios, known as Passios Plan, aforesaid; thence along said dividing line, North 70 degrees 22' 30" West 222.165 feet to a point at the place of BEGINNING.

BEING designated as Block 348-D, Lot 230 in the Deed Registry Office of Allegheny County, Pennsylvania.

TOGETHER with an easement over an existing private road for ingress, egress and regress to and from Lowries Run and Camp Horne Road, as granted by James L. Schuler et ux. et al. to James Passios et ux., dated June 5, 1976 and recorded in Deed Book Volume 5635, page 69.

TOGETHER with all of the rights and benefits accruing or vested in the insured by reason of a certain Declaration of Covenants and Restrictions executed by Green Valley Land Company, dated December 16, 1992 and recorded on December 16, 1992 in Deed Book Volume 8870, Page 231

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BY SATISFACTION PIECE
THIS MORTGAGE SATISFIED
OF RECORD

JUN 19 2007

Recorder of Deeds

THIS IS AN OPEN-END MORTGAGE SECURING FUTURE ADVANCES UP TO A MAXIMUM PRINCIPAL AMOUNT OF *$641,984,967.00 PLUS ACCRUED INTEREST* AND OTHER INDEBTEDNESS AS DESCRIBED IN 42 PA. C.S.A. § 8143.

OPEN-END MORTGAGE AND SECURITY AGREEMENT

[(All notices to be given to Mortgagees pursuant to
42 Pa. C.S.A. § 8143 shall be given as set
forth in Section 12 of this Mortgage)]

THIS OPEN-END MORTGAGE AND SECURITY AGREEMENT (this "Mortgage"), is made as of July 1, 2000, by ALLEGHENY GENERAL HOSPITAL, a Pennsylvania nonprofit corporation, as mortgagor ("Mortgagor"), in favor of CHASE MANHATTAN TRUST COMPANY, NATIONAL ASSOCIATION, as mortgagee ("Mortgagee") in its capacity as master trustee under that certain Amended and Restated Master Indenture of Trust, dated as of July 1, 2000 (as hereafter amended and supplemented from time to time in accordance with the provisions thereof, the "Master Indenture"), among Mortgagee, Mortgagor and the other Members of the Obligated Group identified therein (Mortgagor and Mortgagee shall be collectively referred to herein as the "Parties"). This Mortgage secures all Obligations issued under the Master Indenture and all Related Supplements, issued in an initial principal amount of $641,984,967.00.

MORTGAGE

For the purpose of securing payment and performance of the Obligations, Mortgagor has granted, bargained, sold, conveyed, aliened, enfoeffed, released, confirmed, assigned to, granted a security interest in and mortgaged, and by these presents does hereby grant, bargain, sell, convey, alien, enfoeff, release, confirm, assign to, grant a security interest in, and mortgage to Mortgagee, with power of sale (in connection with exercise of the foreclosure remedy set forth herein) and right of entry and possession, all of Mortgagor's right, title and interest, whether now owned or existing or hereafter acquired or arising, in or to the property and rights listed in paragraphs (a) through (j) below (hereinafter collectively referred to as the "Property"):

Green Valley Golf Course