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FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

TICOR TITLE INSURANCE
Crown Point Indiana

This FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Amendment") is made as of August 15, 1991 by and between HEALTH EQUITY PROPERTIES INCORPORATED (successor in interest to ANGELL CARE LIMITED PARTNERSHIP OF INDIANA), a North Carolina corporation having its principal offices at 915 West Fourth Street, Winston-Salem, North Carolina 27102 (herein, together with its successors and assigns, called the "Mortgagor"), and CANADIAN IMPERIAL BANK OF COMMERCE, acting through its Atlanta agency, a banking corporation organized under the laws of Canada, located at 200 Galleria Parkway, NW, Suite 650, Atlanta, Georgia 30339 (herein, together with its successors and assigns, called the "Mortgagee").

8/23/91

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STATE OF INDIANA
LAKE COUNTY
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A. The Land and the Original Borrowers. The Mortgagor is the owner of the land (the "Land") described on Exhibit A attached hereto. Angell Care Master Limited Partnership, a Delaware limited partnership, Angell Care Limited Partnership of Indiana, an Indiana limited partnership (the "Original Mortgagor"), Angell Care Limited Partnership of Illinois, an Illinois limited partnership, Angell Care Limited Partnership of Florida, a Florida limited partnership, and Angell Care Limited Partnership of North Carolina, a North Carolina limited partnership, together with their respective successors and assigns are herein referred to collectively as the "Original Borrowers".

B. Loan Agreement and Loan Documents. The Original Borrowers entered into a term loan agreement (as amended or modified from time to time, the "Loan Agreement") dated as of July 20, 1987 with TGG Funding I, Inc. (the "Issuer"), a Delaware corporation. Pursuant to the Loan Agreement, the Original Borrowers executed and delivered to the Issuer a promissory note (the "Borrower Note") dated of even date with the Loan Agreement in the principal amount of \$31,000,000.00 (the "Loan"; the Borrower Note and any security documents securing the obligations of the Borrowers pursuant to the Loan Agreement and the Borrower Note are herein referred to as the "Loan Documents").

C. Indenture. The Issuer and First Interstate Bank of California ("First Interstate") entered into a Trust Indenture, dated as of October 1, 1986 (as amended or modified from time to time, the "Indenture"), pursuant to which the Issuer transferred to First Interstate certain assets including the Loan Documents.

XI
B-3-02

/RAP-35W/CIBCAC1

Please return to: Mary Lou Kennedy
Ticor Title Insurance Co.
203 N. LaSalle St., Suite 1400
Chicago, IL 60601
Re: 8708/15-15

D. Original Letter of Credit Agreement and Loan Amount. The Original Borrowers and the Mortgagee entered into a Letter of Credit Agreement (herein, as it has from time to time been amended, supplemented or modified, referred to as the "Original Letter of Credit Agreement") dated as of July 16, 1987 and amended by amendments dated as of January 1, 1988, March 19, 1990 and August 22, 1990 providing for the issuance by the Mortgagee of an irrevocable direct-pay letter of credit (such letter of credit as amended, modified, or supplemented from time to time together with all letters of credit issued by the Mortgagee in replacement thereof or substitution therefor and all applications for any such letter of credit, are herein collectively called the "Letter of Credit") for the account of the Original Borrowers in the amount of thirty-one million seven hundred fifty-three thousand four hundred seventy-three and no/100 dollars (\$31,753,473.00) (herein, such amount is called the "Original Loan Amount"), the beneficiary of which letter of credit is First Interstate.

E. Original Mortgage. The Original Mortgagor executed and delivered to the Mortgagee and First Interstate a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of July 16, 1987 (the "Original Mortgage") which has been recorded as set forth on Schedule I attached hereto. Any term capitalized but not specifically defined in this Amendment, which is capitalized and defined in the Original Mortgage, shall have the same meaning for purposes of this Amendment as it has in the Original Mortgage.

F. The Mortgagor and the Mortgagee. By various conveyances and mergers the properties of the Original Borrowers, including, without limitation all of the Collateral have been conveyed to and are now owned by the Mortgagor. Additionally, the Loan Agreement and the Letter of Credit Agreement have been amended to substitute the Mortgagor for the Original Borrowers as borrower thereunder. By an instrument dated as of August 15, 1991, First Interstate and the Issuer assigned all of their rights and interests in, to, and under the Original Mortgage to the Mortgagee.

G. Letter of Credit Draw. The Mortgagor desires to cause a final drawing under the Letter of Credit to be used to prepay in full all amounts outstanding under the Loan Agreement. Immediately after such final drawing under the Letter of Credit, the Mortgagor intends to repay a portion of the drawing leaving an unpaid reimbursement obligation in the amount of \$8,250,000.00.

H. Amendment to Original Letter of Credit Agreement. The Mortgagor and the Mortgagee have entered into a certain Supplemental Agreement No. 3 (the "Amendment to Letter of Credit Agreement") dated as of even date with this Amendment. The Amendment to Letter of Credit Agreement extends the time for repayment of draws made on the Letter of Credit and effects certain other changes in the Letter of Credit Agreement.

I. This Amendment. The Mortgagor and the Mortgagee have agreed to enter into this Amendment so that the Original Mortgage will be amended to reflect the changes effected by the Amendment to Letter of Credit Agreement.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged the Mortgagor and the Mortgagee agree as follows:

1. The term "Loan Amount" as used in the Original Mortgage shall mean \$8,250,000.00.

2. The term "Letter of Credit Agreement" as used in the Original Mortgage and as hereinafter used in this Amendment shall mean the Original Letter of Credit Agreement as amended by the Amendment to Letter of Credit Agreement and as it may be hereafter amended, modified, or supplemented from time to time.

3. The term "Mortgagor" as used in the Original Mortgage shall mean Health Equity Properties Incorporated, a North Carolina corporation, together with its successors and assigns.

4. The term "Mortgagee" as used in the Original Mortgage shall mean Canadian Imperial Bank of Commerce together with its successors and assigns and shall no longer include First Interstate.

5. Health Equity Properties Incorporated hereby assumes all of the obligations of the Mortgagor under the Mortgage.

6. All indebtedness of the Mortgagor to the Mortgagee pursuant to the Letter of Credit Agreement shall be due and payable in full on or before August 31, 1996 unless repayment is accelerated pursuant to the terms of the Letter of Credit Agreement. Said indebtedness shall bear interest as provided in the Letter of Credit Agreement. The rate of interest may vary from time to time as more fully set forth in the Letter of Credit Agreement.

7. The Mortgagor represents and warrants that (i) the relationship between each of them and the Mortgagee is solely that of a borrower and a lender, and (ii) the Mortgagor is in

sole control of its business and has entered into this Amendment as its own free act and voluntary deed, based upon its independent judgment as to its best interests.

8. All references in the Original Mortgage to the "Mortgage" shall be deemed to mean and include the Original Mortgage as amended hereby and as it may be hereafter amended, modified, supplemented, and restated from time to time.

9. The Mortgagor and the Mortgagee each expressly agrees and understands that this Amendment shall not be construed as a novation of the Original Mortgage.

10. The Original Mortgage, as supplemented and amended hereby, is ratified and confirmed by the Mortgagor in its entirety. Except as and to the extent amended by this Amendment, the Original Mortgage and all of the terms, conditions and provisions thereof shall, in all respects, remain unmodified and unchanged and are hereby ratified, confirmed and shall remain in full force and effect.

11. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be dully executed, pursuant to proper authority duly granted, as of the date first above written.

HEALTH EQUITY PROPERTIES
INCORPORATED, a North
Carolina corporation

Attest:

Susan L. Christiansen
Name: SUSAN L. CHRISTIANSEN
Title: Secretary

By: *M. Clark*
Name: G. L. CLARK, JR.
Title: Vice President

[SEAL]

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CANADIAN IMPERIAL BANK OF
COMMERCE, acting through its
Atlanta agency

Attest:

Name: W. F. Thompson
Title: Notary

By: [Signature]
Name: D. J. Smith
Title: Senior Manager.

[SEAL]



This instrument was prepared by
(and after recordation should
be returned to):

Rex A. Palmer
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
(312) 782-0600

STATE OF New York)
)
COUNTY OF New York) SS.

I, Lisa Ann Iapicco, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT D. J. Smith personally known to me to be the Senior Manager and W. P. Phoenix personally known to me to be the Asst. Gen. Mgr. ("AGM") of CANADIAN IMPERIAL BANK OF COMMERCE, acting through its Atlanta agency, a banking corporation organized under the laws of Canada, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Senior Manager and AGM of said corporation, they signed and delivered the said instrument pursuant to proper authority duly given by the Board of Directors of said corporation, as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of August, 1991.

Lisa Ann Iapicco
Notary Public

My Commission Expires: _____ [SEAL]

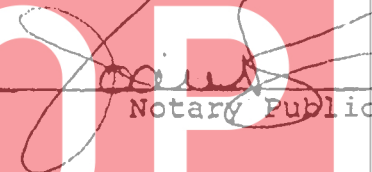
LISA ANN IAPICCO
Notary Public, State of New York
No. 4934425
Qualified in New York County
Commission Exp. on August 14, 1991



STATE OF NORTH CAROLINA)
) SS.
COUNTY OF FORSYTH)

I, JOANNE RAGAN, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT G. L. CLARK, JR., and SUSAN L. CHRISTIANSEN personally known to me to be the VICE PRESIDENT and SECRETARY of HEALTH EQUITY PROPERTIES INCORPORATED, a North Carolina corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VICE PRESIDENT and SECRETARY they signed and delivered the said instrument pursuant to proper authority, as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the purposes and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of August, 1991.

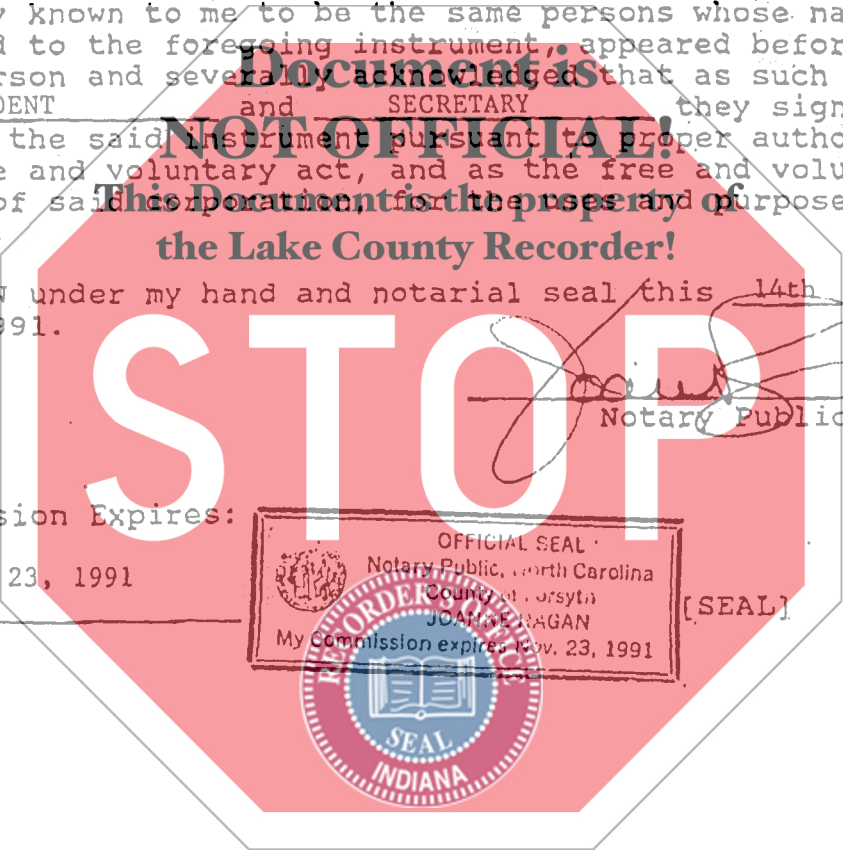


Notary Public

My Commission Expires:
November 23, 1991

OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
JOANNE RAGAN
My Commission expires Nov. 23, 1991

[SEAL]



LAMMOND
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Recording

EXHIBIT A

Lots 1, 2, 3 and 4 in Oak Grove 2nd Add., in the City of Hammond, as per plat thereof, recorded in Plat Book 20 page 44, in the Office of the Recorder of Lake County, Indiana; and part of the Northeast 1/4 of the Northeast 1/4 of Section 18, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the City of Hammond, Lake County, Indiana, described as follows: Commencing at a point 1093.137 feet West of the Northeast corner of said tract at a point on the section line or center of the public highway (Saxony Road), thence South 576.04 feet; thence West 75.621 feet; thence North 576.04 feet; thence East 75.621 feet along the center of said-highway to the point of beginning.



SCHEDULE I

<u>PROPERTY</u>	<u>STATE-CO.</u>	<u>RECORDING DATE</u>	<u>DOCUMENT NO.</u>
Bedford	Lawrence, IN	7/22/87	MR 258, p916 Inst. 87-5343
Birchwood Manor	Carroll, IN	7/21/87	MR 142, p2463
Carmen	Montgomery, IN	7/22/87	MR 335, p153
Castle Shannon	Parke, IN	7/22/87	MR 155, p318
Mayflower	Marshall, IN	7/22/87	Record 1987, p8369 Doc. 87366
Norwood	St. Joseph, IN	7/22/87	8723132
Rochester	Fulton, IN	7/21/87	MR 138, p60
Oak Meadows	Dekalb, IN	9/22/88	MR 233, p168
Rainbow Haven	LaGrange, IN	7/21/87	87-7-337
Frankfort	Clinton, IN	7/23/87	87-2786
Rosewood	Putnam, IN	9/22/88	MR 233, p111



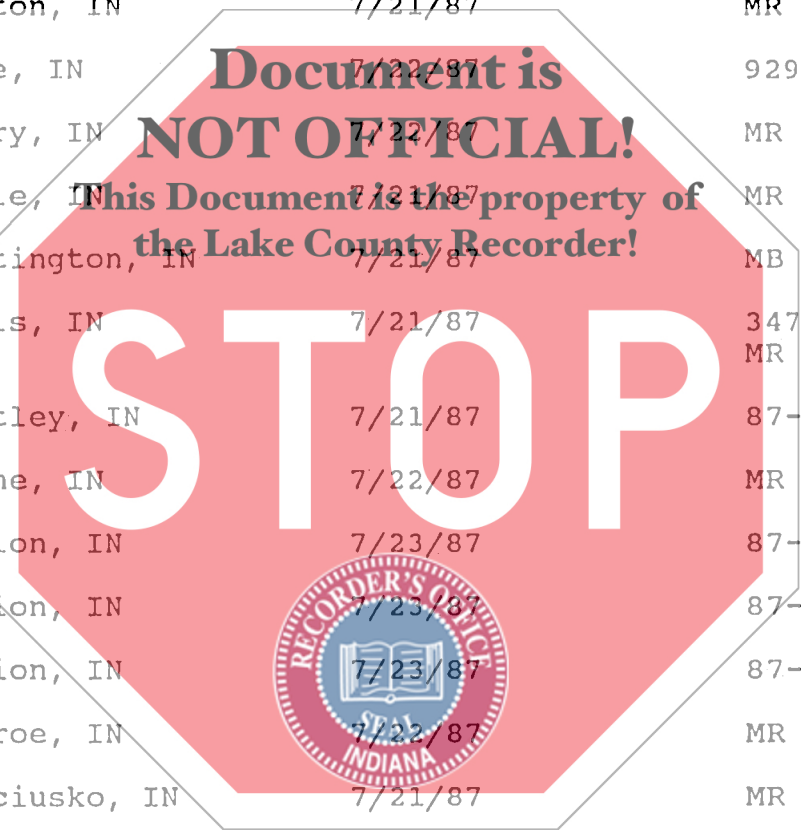
<u>PROPERTY</u>	<u>STATE-CO.</u>	<u>RECORDING DATE</u>	<u>DOCUMENT NO.</u>
South Street	Tippecanoe, IN	7/21/87	87-11684
Terre Haute	Vigo, IN	7/22/87	MR Q-19, p165 Inst. 9230
Winnamac	Pulaski, IN	7/21/87	MR 87, p98
Crescent Manor	Hancock, IN	7/22/87	87-5397
Cottonwood Manor	Bartholomew, IN	7/22/87	MR 466, p249 Inst. No. 87-006524
Crystal Valley	Elkhart, IN	7/22/87	87-16519
Fort Wayne	Allen, IN	7/21/88	87-37258
Franklin	Johnson, IN	7/22/87	MR 278, p194 Inst. No. 11300
Greencastle	Putnam, IN	7/22/87	MR 219, p428
Greentree Manor	Howard, IN	7/21/87	MR 317, p2464
Hammond	Lake, IN	7/22/87	929225

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<u>PROPERTY</u>	<u>STATE-CO.</u>	<u>RECORDING DATE</u>	<u>DOCUMENT NO.</u>
Kentland	Newton, IN	7/21/87	MR 113, p721
Highland	Lake, IN	7/22/87	929227
Holly Hill	Henry, IN	7/22/87	MR 376, p263-297
Kendallville	Noble, IN	7/21/87	MR 283, p422-456
Huntington	Huntington, IN	7/21/87	MB 257, p728-762
Westhaven	Wells, IN	7/21/87	34767 MR 91, p148
Columbia City	Whitley, IN	7/21/87	87-7-325
Spring Grove	Wayne, IN	7/22/87	MR 621, p423
Meridian	Marion, IN	7/23/87	87-84601
Warren Park	Marion, IN	7/23/87	87-84603
Delmar	Marion, IN	7/23/87	87-84591
Hoosier Hills	Monroe, IN	7/22/87	MR A461, p68-102
Lakeland	Kosciusko, IN	7/21/87	MR 271, p206
Northgate	Grant, IN	9/23/88	Micro Record 88, p2398



<u>PROPERTY</u>	<u>STATE-CO.</u>	<u>RECORDING DATE</u>	<u>DOCUMENT NO.</u>
Riverbend	Grant, IN	9/23/88	Micro Record 88, p2398
Southeastern	Marion, IN	7/23/87	Inst. 87-84593
Angola	Stueben, IN	7/21/87	Micro Record 125, p129
Emerson	Marion, IN	7/23/87	#87-84595
Westview	Marion, IN	7/23/87	#87-84599
Broad Ripple	Marion, IN	7/23/87	#87-84597
Linton	Greene, IN	7/24/87	MR A-10, p1-35 #3170
Primrose Manor	Hendricks, IN	7/23/87	MR 389, p770-801
Essex Manor	Boone, IN	7/22/87	MR238, p517-552
Clinton	Vermilion, IN	7/23/87	MR134, p109
Noblesville	Hamilton, IN	7/23/87	#87-27734
Paoli	Orange, IN	7/23/87	MR 144, p47-81 Inst. #02643
Peru	Miami, IN	7/21/87	MR 214, p739
Greenburg	Decatur, IN	7/23/87	MR 142, p348 #2101



<u>PROPERTY</u>	<u>STATE-CO.</u>	<u>RECORDING DATE</u>	<u>DOCUMENT NO.</u>
Jeffersonville	Clark, IN	7/22/87	Mortgage Drawer 19, #9416
Village	Sullivan, IN	7/22/87	MR 244, p494 #872100
Scottsburg	Scott, IN	7/22/87	MR 128, p423-457
New Albany	Floyd, IN	7/22/87	MR Drawer 14, 7341
Corydon	Harrison, IN	7/23/87	MR 180, p104
Tipton	Tipton, IN	7/22/87	MR 131, p263 #8940
Connersville	Fayette, IN	7/22/87	MR 140, p934-968 #20950

