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RELEASE AND DISCHARGE OF LOAN AGREEMENT, MORTGAGE AND TRUST INDENTURE AND TERMINATION OF TRUST

WHEREAS, the Hospital Authority of Lake County, Indiana (the "Local Authority") and INB National Bank (as successor to Gary National Bank and Gainer Bank, N.A., the "Prior Trustee") have entered into a Trust Indenture, dated as of December 1, 1979 (the "Prior Indenture") which instrument was recorded in the office of the Recorder of Lake County, Indiana (the "Recorder's Office") on December 21, 1979 as Document No. 565590, as security for the Local Authority's Hospital Facility Revenue Bonds, Series 1979 (The Methodist Hospital of Gary, Inc. Project), dated December 1, 1979, originally issued in the aggregate principal amount of \$13,380,000 and currently outstanding in an amount equal to \$6,040,000 (the "Prior Bonds"); and

WHEREAS, INB National Bank, as Escrow Trustee (the "Escrow Trustee") has received under an Escrow Deposit Agreement, dated as of November 1, 1992 (the "Escrow Agreement") among the Local Authority, The Methodist Hospitals, Inc. (formerly, The Methodist Hospital of Gary, Inc., the "Hospital"), the Escrow Trustee and the Prior Trustee, noncallable direct obligations of the United States of America in an amount sufficient to redeem on February 1, 1993 all outstanding Prior Bonds; and

WHEREAS, the Hospital has paid the Prior Trustee and the Escrow Trustee all fees, expenses and other obligations incurred in connection with the Prior Bonds, now owed or to be owed to the redemption date of the Prior Bonds; and

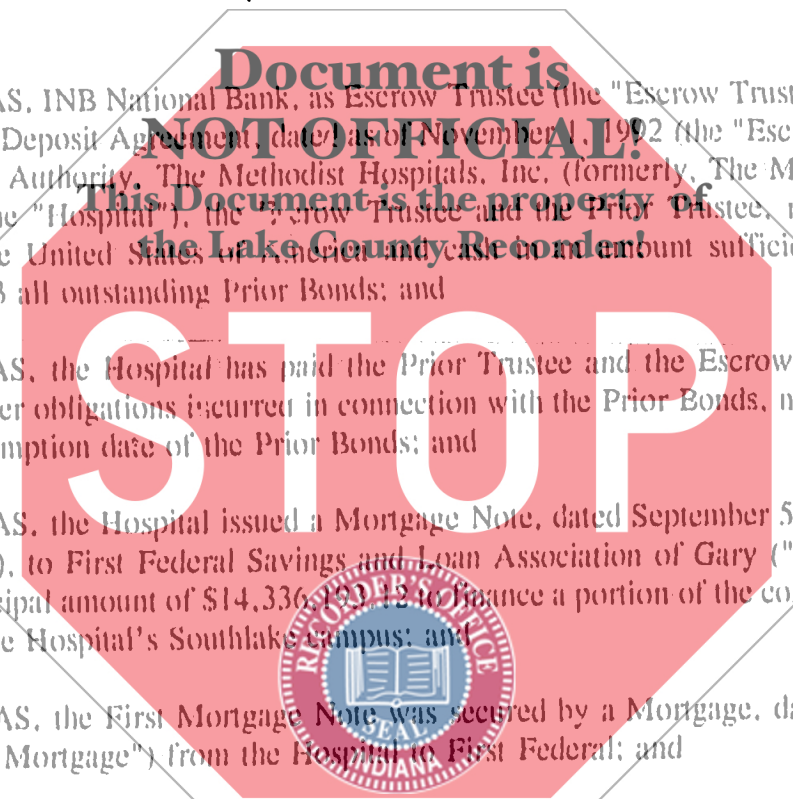
WHEREAS, the Hospital issued a Mortgage Note, dated September 5, 1973 (the "First Mortgage Note"), to First Federal Savings and Loan Association of Gary ("First Federal") in the original principal amount of \$14,336,192 to finance a portion of the costs of constructing and equipping the Hospital's Southlake campus; and

WHEREAS, the First Mortgage Note was secured by a Mortgage, dated September 5, 1973 (the "First Mortgage") from the Hospital to First Federal; and

WHEREAS, the First Mortgage was recorded September 5, 1973 in the Recorder's Office as Document No. 219152; and

WHEREAS, the First Mortgage Note was guaranteed and subsidized pursuant to a Loan Guarantee Agreement, dated September 5, 1973 (the "Loan Guarantee Agreement"), between the Hospital and the Secretary of the United States Department of Health, Education and Welfare (now the Department of Health and Human Services) (the "Secretary"); and

WHEREAS, the Loan Guarantee Agreement, together with a Guarantee Endorsement, was recorded in the Recorder's Office (collectively, the "Guarantee Agreement") on September 5, 1973 as Document No. 219153; and



Chicago Title Insurance Company

STATE OF INDIANA  
LAKE COUNTY  
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WHEREAS, the net proceeds from the issuance and sale of the Prior Bonds were used by the Local Authority to acquire the First Mortgage Note; and

WHEREAS, an assignment, dated as of December 1, 1979, transferred and assigned to Berg Financial Corporation ("Berg") all of First Federal's interest in the First Mortgage Note, the First Mortgage, the Guarantee Agreement and all documents related to the loan evidenced by the First Mortgage Note which instrument was recorded in the Recorder's Office on December 21, 1979 as Document No. 565711; and

WHEREAS, an assignment, dated as of December 1, 1979, assigned to the Local Authority the First Mortgage Note, the First Mortgage, all of Berg's interest in the Guarantee Agreement and all of Berg's interest in all documents related to the loan evidenced by the First Mortgage Note which instrument was recorded in the Recorder's Office on December 21, 1979 as Document No. 565593; and

WHEREAS, in connection with the issuance of the Prior Bonds, the Local Authority assigned its interest in the First Mortgage Note, the First Mortgage and the Guarantee Agreement to the Prior Trustee pursuant to an assignment, dated December 1, 1979, which instrument was recorded in the Recorder's Office on December 21, 1979 as Document No. 565593; and

WHEREAS, the Hospital, the Local Authority, the Prior Trustee and the Secretary entered into an Amendment of Note, Mortgage and Loan Guarantee Agreement, dated as of December 1, 1979 (the "Amendatory Agreement") which was recorded in the Recorder's Office on December 21, 1979 as Document No. 565592; and

WHEREAS, the Hospital and the Local Authority entered into a Supplemental Agreement, dated as of December 1, 1979 (the "Supplemental Agreement") which instrument was recorded in the Recorder's Office on December 21, 1979 as Document No. 565591; and

WHEREAS, all conditions precedent to the satisfaction and discharge of the Prior Indenture and the lien thereof have been met; and

WHEREAS, the Hospital has satisfied all obligations under the First Mortgage Note, the First Mortgage, and the Supplemental Agreement; and

WHEREAS, the Prior Trustee will surrender the First Mortgage Note to the Hospital; and

WHEREAS, the Local Authority and the Hospital have requested that the Prior Trustee release and discharge the Prior Indenture, the First Mortgage, the Supplemental Agreement, the Guarantee Agreement and the Amendatory Agreement and release the funds and property held under the Prior Indenture for deposit in accordance with the Escrow Agreement and the

Indenture of Trust and Pledge, dated as of November 1, 1992 (the "Trust Indenture"), between the State Authority and INB National Bank, as Trustee; and

WHEREAS, the Hospital has requested that the Local Authority terminate, release and cancel the Supplemental Agreement and the First Mortgage Note and all of its obligations under the Prior Indenture;

NOW THEREFORE, INB National Bank, as Prior Trustee, in consideration of the deposit hereinabove stated, does hereby release the funds and property held under the Prior Indenture, for deposit in accordance with the Escrow Agreement and the Trust Indenture; and

FURTHER, the Prior Trustee, in consideration of the deposit hereinabove stated, does hereby terminate, release and cancel the Prior Indenture, the Supplemental Agreement, the Guarantee Agreement, the Amendatory Agreement, and the First Mortgage, and the lien thereof in accordance with the applicable provisions thereof and acknowledges the satisfaction in full thereof; and

FURTHER, the Local Authority and the Prior Trustee terminate the trust created by the Prior Indenture and acknowledge the satisfaction, termination and discharge of the Prior Indenture; and

FURTHER, the Local Authority and the Prior Trustee acknowledge the satisfaction, termination and discharge of the Supplemental Agreement and the First Mortgage Note and all obligations of the Hospital under the Prior Indenture.



IN WITNESS WHEREOF, the parties hereto have caused this Release and Discharge to be executed by the duly authorized officers on this 10th day of December, 1992.

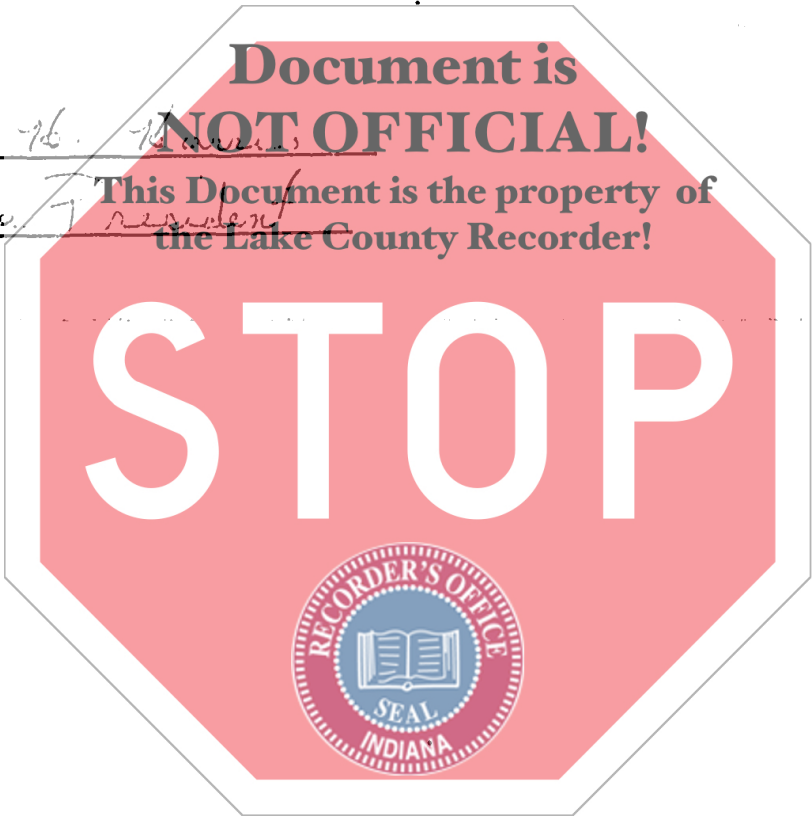
HOSPITAL AUTHORITY OF LAKE  
COUNTY, INDIANA

By Anthony F. Riga  
Anthony Riga, President


ATTEST:

By Paul H. [unclear]

Title Vice President



INB NATIONAL BANK, as Prior Indenture  
Trustee

By   
Robert J. Kocher, Vice President  
and Trust Officer

ATTEST:

By   
Becky J. Nix, Trust Officer



STATE OF INDIANA     )  
                                  )  
COUNTY OF LAKE     )


Before the undersigned officer, personally appeared Anthony F. Riga and Joel H. Harris, who acknowledged themselves to be the President and Vice President, respectively, of the Hospital Authority of Lake County, and that they being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of such Authority by themselves as President and Vice President, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of December, 1992.

**Document 18** Anthony F. Riga  
**NOT OFFICIAL!** (Written Signature)  
**This Document is the property of** W. H. Harris  
**the Lake County Recorder** (Printed Signature)

My Commission Expires: 11-12-94 County of Residence: Porter

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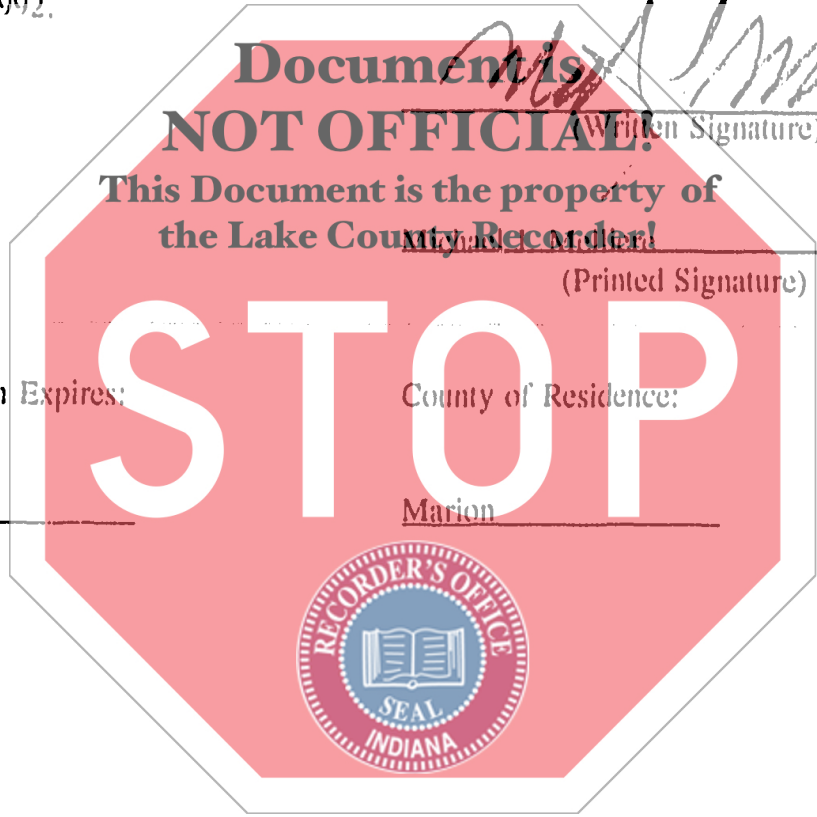


RECORDER'S OFFICE  
SEAL  
INDIANA

STATE OF INDIANA     )  
  )  
COUNTY OF MARION    )

Before the undersigned officer, personally appeared Robert J. Kocher and Becky J. Nix, who acknowledged themselves to be the Vice President and Trust Officer and Trust Officer, respectively, of INB National Bank, and that they being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of such corporation by themselves as Vice President and Trust Officer and Trust Officer, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of December, 1992.



*[Handwritten Signature]*  
\_\_\_\_\_  
(Written Signature)

**This Document is the property of  
the Lake County Recorder!**  
\_\_\_\_\_  
(Printed Signature)

My Commission Expires:  
2/2/96

County of Residence:  
Marion