

AMENDMENT TO AGREEMENT FOR CONDITIONAL ASSIGNMENT OF RENTALS

The undersigned, CALUMET SURGERY CENTER, a limited partnership with its principal office in the Town of Munster (herein "Borrower"), for valuable consideration given by CALUMET NATIONAL BANK (herein "Lender"), the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Agreement for Conditional Assignment of Rentals dated the 7th day of July, 1989, recorded the 19th day of September, 1989 in the Office of the Recorder of Lake County, Indiana as Instrument No. 058527 (herein the "Assignment"), is hereby amended as follows:

1. The Mortgage Note referenced on page one of the Assignment in the original principal amount of \$3,100,000.00 has been replaced by Borrower's Second Amended and Restated Mortgage Note dated February 24, 1994 in the original principal amount of \$2,048,495.74 which note shall mature and be due and payable on the 28th day of February, 2001; this Second Amended and Restated Mortgage Note is given in substitution for and not in discharge of the indebtedness evidenced by the \$3,100,000.00 Mortgage Note referenced above and a First Amended and Restated Mortgage Note dated February 1, 1991 in the original principal amount of \$2,622,229.00; the Borrower hereby agrees that the Assignment shall secure the payment of the Second Amended and Restated Mortgage Note and all other indebtedness of the Borrower, now or hereafter owed to the Lender to a principal amount not to exceed \$3,100,000.00.
2. Miscellaneous. The Borrower further agrees as follows:
 - a. All terms and conditions of the Assignment not expressly amended by this Amendment to Agreement for Conditional Assignment of Rentals shall remain in full force and effect to the extent not expressly inconsistent herewith.
 - b. This Amendment to Agreement for Conditional Assignment of Rentals shall in all respects be governed by and construed in accordance with the laws of the State of Indiana.
 - c. This Amendment to Agreement for Conditional Assignment of Rentals shall be binding upon the respective heirs, successors, administrators and assigns of the Borrower.

Executed in Hammond, Indiana, this 23 day of March, 1994.

MORTGAGOR:

CALUMET SURGERY CENTER

By: TORRENCE, INC., its General Partner

By: *Fred R. Portney*
Fred R. Portney, M.D.
President, Torrence, Inc.

Chicago Title Insurance Company

STATE OF INDIANA, S.S. NO. 1
LAKE COUNTY
FILED FOR RECORD

APR 12 10 08 AM '94
RECORDER

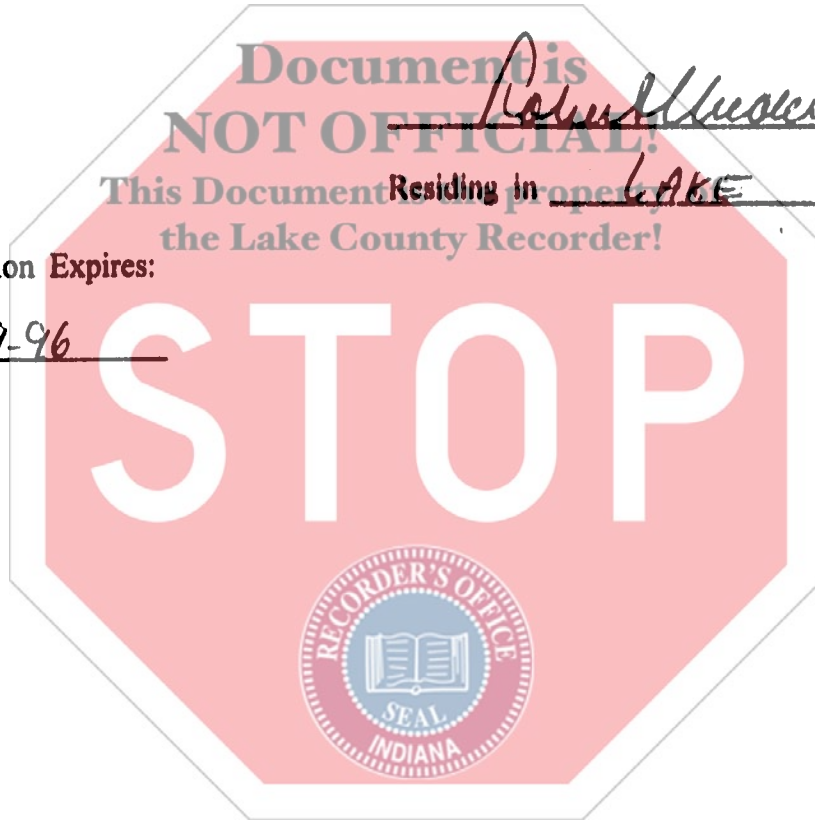


900
ck

THE STATE OF INDIANA)
)
THE COUNTY OF LAKE) SS:

ACKNOWLEDGEMENT

Before me, a Notary Public in and for said County and State personally appeared CALUMET SURGERY CENTER, an Indiana limited partnership, by its general partner, TORRENCE, INC., by Fred. R. Portney, M.D., President of Torrence, Inc. and acknowledged the execution of the above and foregoing Amendment to Agreement for Conditional Assignment of Rentals for and on behalf of Calumet Surgery Center this 23 day of March, 1994.



Robert Wood
Notary Public,
Residing in LAKE County, Indiana
This Document is the property of
the Lake County Recorder!

My Commission Expires:
11-29-96

This instrument was prepared by:
Lewis C. Laderer, Jr.
Laderer & Fischer, P.C.
One Michiana Square, Suite 300
100 East Wayne Street
South Bend, Indiana 46601