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**REAL ESTATE MORTGAGE, ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT
(SECURING VARIABLE RATE MORTGAGE NOTE)**

KNOW ALL MEN BY THESE PRESENTS: That GARY HEALTH CARE MANAGEMENT INC., an Indiana corporation, with offices at 730 West 35th Street, Marion, Indiana 46953 ("Mortgagor"), in consideration of the payments to Mortgagor which COUNTY SAVINGS BANK, an Ohio corporation, having an office and place of business at 66 South Third Street, Columbus, Ohio 43215 ("Mortgagee"), has made contemporaneously herewith or may hereafter make, does hereby MORTGAGE AND WARRANT unto Mortgagee, its successors and assigns forever, certain real property situated in the State of Indiana, County of Lake and in the City of Gary and being more fully described on Exhibit "A" attached hereto and made a part hereof ("Land").

TOGETHER WITH the following, whether now owned or hereafter acquired by Mortgagor: (a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the Land ("Improvements"); (b) all equipment, fixtures, furnishings, inventory, and articles of personal property ("Personal Property") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements, including but not limited to the personal property listed on Exhibit "B" attached hereto ("Listed Personal Property"); (c) all water and water rights, timber, crops, and mineral interests pertaining to the Land; (d) all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements; (e) all plans and specifications for the Improvements; (f) all contracts relating to the Land, the Improvements or the Personal Property; (g) all deposits (including, without limitation, tenants' or patients' security deposits), bank accounts, funds, documents, contract rights, accounts, accounts receivable, health care related receivables, commitments, construction contracts, architectural agreements, general intangibles (including, without limitation, trademarks, trade names and symbols), tax credits, instruments, notes and chattel paper arising from or by virtue of any transactions related to the Land, the Improvements or the Personal Property or relating directly or indirectly to the ownership, occupancy, use, operation, and maintenance of the Land, Personal Property, and Improvements or the construction of the Improvements; (h) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land, the Improvements or the Personal Property, including but not limited to all certificates of need, all nursing home licenses and all health care licenses, including but not limited to (1) that certain Section 1122 Health Planning Approval originally authorizing construction of the facility located on the Property, (2) any certificate of need or other such health planning approval, both state and federal, enabling, entitling or authorizing Mortgagor to participate in the Medicare, Medicaid or other governmental reimbursement program with respect to the Property;

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LAKE COUNTY
FILED FOR RECORD

AMASA G. COLBY

CHIEF DEP. RECORDER

LAWYERS TITLE INS. CORP.
ONE PROFESSIONAL CENTER
SUITE 215
CROWN POINT, IN 46307

14785

6000
up

(3) any provider, certification of license agreements or approvals, both state and federal, enabling, entitling or authorizing Mortgagor to participate and receive reimbursement in the Medicare, Medicaid or other governmental reimbursement program with respect to the Property; (4) any licenses or permits, local, state and federal authorizing Mortgagor to operate the Property as a comprehensive care facility in accordance with I.C. 16-10-4 in the State of Indiana with regard to the Property; and (5) any interest of Mortgagor in Exhibit "C" attached hereto; (i) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements, the Personal Property or any portion thereof or interest therein; (j) all proceeds (including, without limitation, premium refunds) of each policy of insurance relating to the Land, the Improvements or the Personal Property; (k) all proceeds from the taking of any of the Land, the Improvements, the Personal Property or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof (including, without limitation, change of grade of streets, curb cuts or other rights of access), for any public or quasi public use under any law; (l) all right, title and interest of Mortgagor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; (m) all of the leases, rents, royalties, bonuses, income, receipts, issues, profits, revenues or other benefits of the Land, the Improvements or the Personal Property, including, without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees of their obligations thereunder; (n) all consumer goods located in, on or about the Land or the Improvements or used in connection with the use or operation thereof; (o) all rights, hereditaments and appurtenances pertaining to the foregoing; and (p) other interests of every kind and character that Mortgagor now has or at any time hereafter acquires in and to the Land, Improvements, and Personal Property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Mortgagor with respect to such property. The above described property is collectively referred to herein as the "Mortgaged Property."

TO HAVE AND TO HOLD the Mortgaged Property, together with the rights, privileges and appurtenances thereto belonging, unto Mortgagee and its successors and assigns forever, and Mortgagor hereby binds itself and its representatives, successors and assigns to warrant and forever defend the Mortgaged Property unto Mortgagee and its successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof, subject to the Permitted Encumbrances described in Exhibit "D" attached hereto and made a part hereof.

The parties hereto intend that, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances made after this Mortgage is delivered to the Lake County Recorder for record. Such loan advances are and will be evidenced by a note or notes of Mortgagor. The maximum amount of unpaid loan indebtedness ("Indebtedness," which shall consist of unpaid balances of loan advances made either before or after, or both before and after, this Mortgage is delivered to the Lake County Recorder for record), exclusive of interest thereon which may be outstanding at any time is One Million One Hundred Thousand Dollars (\$1,100,000.00).

THIS MORTGAGE IS GIVEN TO SECURE: (a) Payment of all Indebtedness heretofore and hereafter created and evidenced by a certain promissory note, of even date herewith, made and delivered by Mortgagor to Mortgagee, in the principal amount of One Million One Hundred Thousand Dollars (\$1,100,000.00), payable not later than February 1, 2002 and any and all renewals, amendments, modifications, increases, reductions and extensions thereof (hereinafter referred to collectively as the "Note"); (b) payment to Mortgagee, as herein provided, of all sums heretofore and hereafter expended or advanced by Mortgagee pursuant to any term or provision of this Mortgage; and (c) performance of each and every one of the covenants, conditions and agreements contained in this Mortgage, the Note, and any other instrument, affidavit, certificate, guaranty or document heretofore, now or hereafter given in connection with the closing of the loan evidenced by the Note (hereinafter collectively referred to as the "Loan Documents").

In addition to any other debt or obligation secured hereby, this Mortgage shall also secure unpaid balances of advances heretofore and hereafter made with respect to the Mortgaged Property, for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Mortgaged Property.

Mortgagor, for itself and its successors and assigns, hereby covenants with Mortgagee, its successors and assigns, that:

1. **Warranties of Title.** Mortgagor holds good and marketable title in fee simple to the Land and Improvements, and the same are free and clear from all conditions, restrictions, easements, liens and encumbrances whatsoever except property taxes not yet due and payable and those Permitted Encumbrances described on Exhibit "D" attached hereto and made a part hereof (which liens and encumbrances shall not be modified, refinanced or extended), and Mortgagor will forever warrant and defend the same with the appurtenances above mentioned, unto Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever, except as noted above. The Mortgaged Property constitutes the entirety of one or more complete tax parcels. Mortgagor has good and marketable title to the Personal Property, free and clear of any liens, charges, encumbrances, security interests and adverse claims whatsoever. If the interest of Mortgagee in the Mortgaged Property or any part thereof shall be endangered or shall be attacked, directly or indirectly, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against such interest. Any sums so expended by Mortgagee shall be charged against Mortgagor and collectible in accordance with the terms of Section 14 hereof.

2. **Payments.** Mortgagor will promptly pay the principal evidenced by the Note and any other indebtedness that may accrue to Mortgagee under the terms of this Mortgage, together with the interest and late charges on all of said indebtedness as the same shall become due and payable. Mortgagee may apply and allocate partial payments as to principal, interest, late charges and other charges as Mortgagee, in its sole discretion, may elect.

3. Taxes and Assessments. Mortgagor will promptly pay before delinquency, all taxes, assessments, charges, fines or impositions, general, local or special (hereinafter collectively referred to as "Impositions"), levied upon the Mortgaged Property, or any part thereof, or upon Mortgagee's interest therein, or upon this Mortgage or the Indebtedness, by any duly or legally constituted public authority, municipality, township, county, state or the United States, and, upon Mortgagee's request, exhibit the evidence of the payment thereof to Mortgagee within seven (7) days thereafter; provided that Mortgagor, at Mortgagor's own cost and expense may, if it shall in good faith so desire, contest the validity or amount of any Impositions, in which event Mortgagor may defer the payment thereof for such period as such contest shall be actively prosecuted and shall be pending undetermined; provided further, however, that Mortgagor shall not allow any such Impositions so contested to remain unpaid for such length of time as shall permit all or any portion of the Mortgaged Property, or the lien thereon created by such item to be contested, to be sold by federal, state, county or municipal authority for the nonpayment thereof, and that pending any such contest Mortgagor shall furnish to Mortgagee an indemnity bond secured by a deposit in cash or other security acceptable to Mortgagee, in the amount of the tax or assessment being contested by Mortgagor plus a reasonable additional sum to pay all costs, interest and penalties which may be imposed or incurred in connection therewith.

4. Repair. Mortgagor will keep all Improvements now or hereafter erected on the Land in good condition and repair; all Improvements hereafter erected shall have been erected according to the plans and specifications therefor, which shall be subject to Mortgagee's prior approval, and Mortgagor shall comply with the laws, ordinances, regulations and requirements of any governmental body applicable to the Mortgaged Property both during the construction of any Improvements on the Land and subsequent to the completion thereof.

5. Waste; Liens; Minerals. Mortgagor will neither commit nor permit any waste on the Land, nor use nor permit the use thereof or the Improvements for any illegal purpose, nor cause nor permit the same to become subject to any superior or inferior lien or encumbrance, except as expressly permitted herein. Without the prior written consent of Mortgagee, there shall be no drilling or exploring for, or extraction, removal, or production of minerals from the surface or subsurface of the Land. The term "minerals" as used herein shall include, without limitation, oil, gas, casinghead gas, coal, lignite, hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

6. Alterations. Mortgagor shall not remove, demolish or alter any of the Improvements now existing or hereafter constructed on the Land or any of the Personal Property in or on the Land or Improvements except when incident to the replacement of any of the items of Personal Property with items of like kind and value.

7. Status Quo. Except as otherwise expressly permitted herein, Mortgagor will not sell (by land contract or otherwise), assign, mortgage, lease or otherwise convey the Mortgaged Property, or any part thereof or interest therein, legal or equitable, or subdivide or resubdivide or submit to the condominium form of ownership the same without the written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. Unless Mortgagee

otherwise agrees in writing, Mortgagor shall not allow changes in the nature of the occupancy for which the Land and Improvements were intended at the time this Mortgage was executed, and Mortgagor shall not initiate nor acquiesce in any change in the zoning classification of the Land or any part thereof without Mortgagee's prior written consent, which consent may be withheld in Mortgagee's sole discretion. Mortgagor shall operate and maintain the Mortgaged Property as a nursing home.

Mortgagor agrees to abide by and to enforce any and all easements and agreements with other owners providing for the utilization and cost sharing of common access to and from the Mortgaged Property and dedicated streets and the use of any sewer system or other utility or any such similar agreements with any state, regional or local governmental agency relating to the rezoning of the Land, the construction of the Improvements or the providing for water and sewer services and other utilities. Mortgagor's default under any such easements and agreements, or a default thereunder by any other party, which may result in the termination of any such access or sewer system (private or otherwise) or other utility, shall be a breach under this Mortgage. Mortgagor's rights under any easements and agreements shall accrue to Mortgagee's benefit.

8. Taxes on Mortgage. If, at any time, any law shall be enacted imposing or authorizing the imposition of any tax upon this Mortgage, or upon any rights, titles, liens, or security interests created hereby, Mortgagor shall immediately pay all such taxes.

9. Security Agreement. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code as enacted in the State of Indiana ("U.C.C.") for any of the personal property and fixtures described on pages 1 and 2 hereof which may be subject to a security interest pursuant to the U.C.C., and Mortgagor hereby grants to Mortgagee a security interest in said personal property and fixtures, whether said property is now existing or hereafter acquired, together with replacements, replacement parts, additions, repairs and accessories incorporated therein or affixed thereto and, if sold or otherwise disposed of, the proceeds (including insurance proceeds) thereof. The security interest granted hereunder in the Listed Personal Property is subordinate to the security interest in said Listed Personal Property granted by Mortgagor to Mortgagee in that certain Second Real Estate Mortgage, Assignment of Rents and Security Agreement of even date herewith on the Property given by Mortgagor to Mortgagee to secure payment of that certain Mortgage Note of even date herewith from Mortgagor to Mortgagee in the original principal amount of Three Hundred Thousand Dollars (\$300,000.00) ("Second Mortgage"). Mortgagor agrees to execute and deliver to Mortgagee U.C.C. financing statements covering said personal property and fixtures from time to time and in such form as Mortgagee may require to perfect or maintain the priority of Mortgagee's security interest with respect to said personal property and fixtures, and Mortgagor shall bear all costs thereof, including all U.C.C. searches reasonably required by Mortgagee. Mortgagor will not create or suffer to be created any other security interest in said personal property and fixtures, including replacements thereof and additions thereto, except that security interest granted in the Second Mortgage in favor of Mortgagee. Upon the occurrence of any Event of Default as set forth in Section 18 hereof, Mortgagee shall have the remedies of a secured party under the U.C.C. and, at

Mortgagee's option, may also invoke the remedies provided in Section 18 hereof with respect to such property.

10. **Insurance and Indemnification.** Mortgagor shall provide, maintain and keep in force at all times the following policies of insurance:

(a) Insurance against loss or damage to the Improvements and the Personal Property caused by fire and any of the risks covered by insurance of the type now known as "coverage against all risks of physical loss", in an amount equal to one hundred percent (100%) of the replacement cost of the Improvements and the Personal Property and sufficient to prevent Mortgagor and Mortgagee from becoming co-insurers, and on such other terms as are satisfactory to Mortgagee;

(b) Comprehensive broad form general liability insurance, insuring against any and all claims for bodily injury, death or property damage occurring on, in or about the Land, the Improvements and the adjoining streets, sidewalks and passageways, on such terms as are satisfactory to Mortgagee;

(c) Worker's compensation insurance (including employer's liability insurance, if available and requested by Mortgagee) for all employees of Mortgagor engaged on or with respect to the Land and the Improvements in such amounts as are satisfactory to Mortgagee, or, if such limits are established by law, in such amounts;

(d) Business interruption insurance and/or loss of "rental value" insurance in an amount not less than the appraised rentals for the Mortgaged Property for a minimum of six (6) months; and

(e) Such other insurance, including flood hazard coverage, if necessary, and in such amounts, as may from time to time be required by Mortgagee against the same or other hazards.

Each policy of insurance required by the terms of this Mortgage shall contain an endorsement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set-off, counterclaim or deductions against Mortgagor. In addition, each policy shall contain an agreement by the insurer that such policy shall not be canceled or changed except upon not less than thirty (30) days prior written notice delivered to Mortgagee.

All such insurance policies and renewals thereof shall be written by companies acceptable to Mortgagee, shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies, or binders thereof acceptable to Mortgagee, and Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts of paid premiums. At least thirty (30) days prior to

the expiration date of any such policy, Mortgagor shall deliver to Mortgagee a renewal policy, or binder thereof, in form satisfactory to Mortgagee.

If Mortgagee is made a party defendant to any litigation concerning this Mortgage or the Mortgaged Property or any part thereof or interest therein, or the occupancy thereof by Mortgagor, then Mortgagor shall indemnify, defend and hold Mortgagee harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Mortgagee in any such litigation, whether or not any such litigation is prosecuted to judgment. Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Mortgaged Property, other property of Mortgagor or the property of others under control of Mortgagor from any cause insured against or required to be insured against by the provisions of this Mortgage.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section unless Mortgagee has approved the insurance company and the form and content of the insurance policy, including, without limitation, the naming thereon of Mortgagee as a named insured with loss payable to Mortgagee under a standard mortgage clause of the character above described. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee copies of the policies or binders evidencing such insurance.

Nothing contained in this Section shall prevent Mortgagor from keeping the Mortgaged Property insured or causing the same to be insured against the risks referred to in this Section under a policy or policies of blanket insurance which may cover other property not subject to the lien of this Mortgage; provided, however, that any such policy of blanket insurance (i) shall specify therein the amount of the total insurance allocated to the Mortgaged Property, which amount shall be not less than the amount otherwise required to be carried under this Mortgage; (ii) shall not contain any clause which would result in the insured thereunder being required to carry insurance with respect to the property covered thereby in an amount not less than any specific percentage of the full insurable value of such property in order to prevent the insured named therein from becoming a co-insurer of any loss with the insurer under such policy; and (iii) shall in all other respects comply with the provisions of this Mortgage.

Mortgagee shall be entitled to receive all of the proceeds of said insurance and, accordingly as Mortgagee may elect, either apply such proceeds, in whole or in part, toward payment of the Indebtedness, the unpaid portion of the debt to remain in force, or to hold and apply such proceeds, without payment or allowance of interest thereon, toward the repair or replacement of the damaged or destroyed portion of the Mortgaged Property. Mortgagor hereby authorizes and empowers Mortgagee to settle or compromise claims under all such policies provided that same shall be reasonable under the circumstances then existing and to demand, receive and receipt for all monies becoming payable thereunder, whether or not the policies are held by Mortgagor and whether or not they are made payable to Mortgagee, and the companies issuing such insurance policies are hereby notified, instructed, empowered and authorized to make loss drafts payable to Mortgagee.

If the insurance proceeds are held by Mortgagee to reimburse Mortgagor for the cost of restoration and repair of the Mortgaged Property, the Mortgaged Property shall be restored to the equivalent of its original condition or such other condition as Mortgagee may approve in writing. Mortgagee may, at Mortgagee's option, condition disbursement of said proceeds on Mortgagee's approval of such plans and specifications of an architect satisfactory to Mortgagee, cost estimates of contractors satisfactory to Mortgagee, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Mortgagee may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds shall not extend or postpone the due dates of the monthly installments referred to in the Note or change the amounts of such installments. If the Mortgaged Property is sold pursuant to Section 18 hereof or if Mortgagee acquires title to the Mortgaged Property, Mortgagee shall have all of the right, title and interest of Mortgagor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

11. Escrow. Mortgagor, in order more fully to protect the security of this Mortgage, does hereby covenant and agree that, together with and in addition to the payment of taxes, assessments and insurance premiums above provided, it will, upon written request of Mortgagee, pay to Mortgagee on the first day of each month until the Indebtedness is fully paid, a sum equal to one-twelfth (1/12) of the known or estimated yearly taxes, assessments and premiums for such insurance as may be required by the terms hereof. Mortgagee shall hold such monthly payments which may be mingled with its general funds, without obligation to pay interest thereon, unless otherwise required by applicable law, to pay such taxes, assessments, and insurance premiums when due. Mortgagor agrees that sufficient funds will be so accumulated for the payment of said charges one month prior to the due date thereof and that it will furnish Mortgagee with proper statements covering the same fifteen (15) days prior to the due dates thereof. In the event of foreclosure of this Mortgage, or if Mortgagee should take a deed in lieu of foreclosure, the amount so accumulated will be credited on account of the unpaid principal or interest. If the total of the monthly payments as made under this Section shall exceed the payments actually made by Mortgagee, such excess shall be credited on subsequent monthly payments of the same nature, but if the total of such monthly payments so made under this Section shall be insufficient to pay such taxes, assessments, and insurance premiums then due, then said Mortgagor shall pay upon demand the amount necessary to make up the deficiency, which payments shall be secured by this Mortgage. To the extent that all the provisions of this Section for such payments of taxes, assessments, and insurance premiums to Mortgagee are complied with, said Mortgagor shall be relieved of compliance with the covenants contained in Sections 3 and 10 herein as to the amounts paid only, but nothing contained in this Section shall be construed as in any way limiting the rights of Mortgagee at its option to pay any and all of said items when due.

12. Further Assurances. Mortgagor shall furnish to Mortgagee evidence of the title of Mortgagor to the Mortgaged Property at the execution and delivery hereof and from time to time hereafter as may be deemed necessary by and satisfactory to Mortgagee, and Mortgagor shall

promptly pay the cost of said title evidence when due and payable. Mortgagor shall also furnish to Mortgagee within ten (10) days of any written request of Mortgagee, a written statement, duly acknowledged by Mortgagor, setting forth the sums secured by this Mortgage and any right of set-off, counterclaim or other defense which Mortgagor alleges to exist against such sums and obligations of this Mortgage.

Mortgagor, upon the request of Mortgagee, will execute, acknowledge, deliver, file and record such further instruments and do such further acts as may be necessary, desirable or proper to carry out the purposes of the Loan Documents and to subject to the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, improvements or appurtenances to the Mortgaged Property. Mortgagor further authorizes Mortgagee, at Mortgagee's option and in the event Mortgagor fails upon request of Mortgagee, to execute, acknowledge, deliver, file and record such further instruments and do such further acts as may be necessary, desirable or proper to carry out the purposes of the Loan Documents and to subject to the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, improvements or appurtenances to the Mortgaged Property, in Mortgagor's or Mortgagee's name.

13. Condemnation. If all or any part of the Land or Improvements are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or, with Mortgagee's consent, by any conveyance in lieu thereof, the amount of any award or other payment for such taking, or conveyance or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid Indebtedness, is hereby assigned to Mortgagee who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor, and the same shall be paid forthwith to Mortgagee. Any award or payment so received by Mortgagee, may at the option of Mortgagee, be retained and applied, in whole or in part, to the indebtedness (whether or not then due and payable) in such manner as Mortgagee may determine, or released in whole or in part to Mortgagor upon terms satisfactory to Mortgagee for the purpose of altering, restoring or rebuilding any part of the Mortgaged Property which may have been altered, damaged or destroyed as a result of such taking, alteration or proceedings, but Mortgagee shall not be obligated to see to the application of any funds so released. Unless Mortgagor and Mortgagee otherwise agree in writing, any such application of proceeds to the Indebtedness shall not extend or postpone the due date of the monthly installments referred to in the Note or change the amount of such installments. If Mortgagor receives notice, written or unwritten, of any actual, intended or threatened condemnation or eminent domain proceeding, Mortgagor shall forthwith furnish a copy of such notice to Mortgagee if such notice was written, or inform Mortgagee in writing if such notice was unwritten. Mortgagor further authorizes Mortgagee, at Mortgagee's option and

at Mortgagor's expense, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Mortgagor's or Mortgagee's name, any action or proceeding relating to any condemnation or other taking of all or any part of the Mortgaged Property and to settle or compromise any claims in connection with such condemnation or other taking.

14. Advances Secured by Mortgage. Upon failure of Mortgagor to comply with any of these covenants and agreements as to the payment of taxes, assessments, insurance premiums, repairs, protection of the Mortgaged Property or Mortgagee's lien thereon, and other charges and the costs of procurement of title evidence and insurance as aforesaid, Mortgagee may, at its option, pay the same, and any sums so paid by Mortgagee, together with the reasonable fees of counsel employed by Mortgagee in consultation and in connection therewith, shall be charged against Mortgagor, shall be immediately due and payable by Mortgagor, shall bear interest at the Default Rate of Interest, as defined in the Note, and shall be a lien upon the Mortgaged Property, and be secured by this Mortgage, and may be collected in the same manner as the principal debt hereby secured.

15. Subrogation. Mortgagee shall be subrogated for its further security to the lien, although released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this Mortgage; provided, however, that the terms and provisions hereof shall govern the rights and remedies of Mortgagee and shall supersede the terms, provisions, rights, and remedies under the lien or liens to which Mortgagee is subrogated hereunder.

16. Assignment of Rents and Leases.

(a) Mortgagor hereby absolutely and unconditionally assigns, transfers and sets over unto Mortgagee and Mortgagee's successors and assigns, all present and future leases, patient contracts, or other agreements relating to or covering or arising from all or any part of the Mortgaged Property or any care provided therein ("Leases"), together with any extensions or renewals thereof and any guarantees of any tenants' or patients' obligations thereunder, and all of the rents, royalties, bonuses, income, receipts, revenues, issues and profits now due or which may hereafter become due under the Leases or any extensions or renewals thereof, as well as all moneys due and to become due to Mortgagor under the Leases for services, materials or installations supplied whether or not the same were supplied under the terms of the Leases, all liquidated damages following default under the Leases and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Mortgaged Property (such rents, income, receipts, revenues, issues, profits and other moneys assigned hereby are hereinafter collectively called "Rents"), together with any and all rights and remedies which Mortgagor may have against any tenant or patient under any of the Leases or others in possession of the Mortgaged Property or any part thereof for the collection or recovery of Rents so assigned. Mortgagor is hereby expressly permitted to enter into Leases of the Mortgaged Property subject to the terms and conditions contained herein. Prior to an Event of Default (as hereinafter defined) Mortgagor shall have a license to collect and receive all Rents as trustee for the benefit of Mortgagee and Mortgagor.

(b) **Mortgagor hereby represents, warrants and agrees that:**

- (i) **Mortgagor has good title to the Leases and Rents hereby assigned and has the right, power and capacity to make this assignment and no person or entity other than Mortgagor has or will have any right, title or interest in or to the Leases or Rents.**
- (ii) **Mortgagor will, at Mortgagor's sole cost and expense, perform and discharge all of the obligations and undertakings of the landlord under the Leases and give prompt notice to Mortgagee of any failure to do so. Mortgagor will use all reasonable efforts to enforce or secure the performance of each and every obligation and undertaking of the tenants or patients under the Leases and will appear in and prosecute or defend any action or proceeding arising under, or in any manner connected with, the Leases or the obligations and undertakings of the tenants or patients thereunder.**
- (iii) **Mortgagor will not (1) pledge, transfer, mortgage or otherwise encumber or assign the Leases or the Rents; (2) waive, excuse, condone or in any manner release or discharge any tenant or patient under any of the Leases; (3) disaffirm, cancel, terminate or consent to any surrender of any of the Leases; (4) modify, extend or in any way alter the terms of any of the Leases so as to reduce or diminish or postpone the payments of Rents; (5) renew or extend any of the Leases, except pursuant to terms in existing Leases; (6) permit any assignment of any of the Leases; or (7) anticipate Rents more than thirty (30) days prior to accrual.**
- (iv) **Mortgagor will give immediate notice to Mortgagee of any notice Mortgagor receives from any tenant or patient under the Leases, specifying any claimed default by any party under the Leases.**
- (v) **No settlement for damages for termination of any of the Leases under the Federal Bankruptcy Code, or under any other federal, state, or local statute, shall be made without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion, and any check in payment of such damages shall be made payable to both Mortgagor and Mortgagee. Mortgagor hereby assigns any such payment to Mortgagee, to be applied to the Indebtedness as Mortgagee may elect, and agrees to endorse any check for such payment to the order of Mortgagee.**
- (vi) **All existing Leases are valid, unmodified and in full force and effect, there are no existing defaults under any of the Leases and Mortgagor has not performed any act or executed any instrument which might prevent**

Mortgagee from operating under any of the terms and provisions thereof or which would limit Mortgagee in such operation.

- (vii) Each of the Leases will be in form and content satisfactory to Mortgagee. Mortgagor will deliver to Mortgagee certified and correct copies of each of the Leases once fully executed. Upon request of Mortgagee, Mortgagor shall deliver to Mortgagee a subordination and attornment agreement from each tenant or patient under the Leases and such estoppel certificates as Mortgagee shall reasonably request.

(c) Mortgagee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Mortgagor under any of the Leases; and Mortgagor hereby agrees to indemnify Mortgagee for, and to save Mortgagee harmless from, any and all liability, damage or expense arising from any of the Leases or from this assignment, including, without limitation, claims by tenants or patients for security deposits or for rental payments more than one (1) month in advance and not delivered to Mortgagee. All amounts indemnified against hereunder, including reasonable attorneys' fees, if paid by Mortgagee shall bear interest at the Default Rate of Interest, as defined in the Note, and shall be payable by Mortgagor immediately without demand and shall be secured hereby. This assignment shall not place responsibility for the control, care, management, or repair of the Premises upon Mortgagee, or make Mortgagee responsible or liable for any negligence in the management, operation, upkeep, repair or control of same resulting in loss or damage or injury or death to any party.

- (d) Upon the occurrence of an Event of Default as hereinafter defined:
- (i) All Rents assigned hereunder shall be paid directly to Mortgagee, and Mortgagee may notify the tenants or patients under the Leases (or any other parties in possession of the Mortgaged Property) to pay all of the Rents directly to Mortgagee at the address specified in Section 23 hereof, for which this assignment shall be sufficient warrant;
- (ii) Mortgagee shall have the right to forthwith enter and take possession of the Mortgaged Property and to manage, operate, lease and develop the same; to collect as hereunder provided all or any Rents payable under the Leases; to make repairs as Mortgagee deems appropriate; and to perform such other acts in connection with the management, operation, development, leasing and construction of the Mortgaged Property as Mortgagee, in its sole discretion, may deem proper; and
- (iii) Mortgagee shall have the right to forthwith enter into and upon the Mortgaged Property and take possession thereof, and to appoint an agent, or in the event of the institution of foreclosure proceedings to have a receiver appointed for the collection of the Rents.

In the event that Mortgagee shall pursue its remedies under subsection (ii) or (iii) above, the net income, after allowing a reasonable fee for the collection thereof and the management of the Mortgaged Property, may be applied toward the payment of taxes, assessments, insurance premiums, repairs, protection of the Mortgaged Property or Mortgagee's lien thereon, and other charges against the Mortgaged Property and the costs of procurement of such insurance and of evidence of title to the Mortgaged Property, or any of them, or in the reduction of the Indebtedness and the payment of interest as Mortgagee may elect. If the Rents are not sufficient to meet the costs, if any, of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage. Unless Mortgagee and Mortgagor agree in writing to other terms of payment, such amounts shall be payable upon demand from Mortgagee to Mortgagor and shall bear interest from the date of disbursement at the Default Rate of Interest stated in the Note.

The exercise or failure to exercise any of the above remedies shall not in any way preclude or abridge the right of Mortgagee to foreclose this Mortgage or to take any other legal or equitable action thereon. Mortgagee shall have such rights or privileges as aforesaid regardless of the value of the Mortgaged Property given as security hereunder, and regardless of the solvency or insolvency of any party bound for the payment of the Indebtedness or the other sums hereby secured.

(e) Mortgagor hereby authorizes and directs the tenants or patients under the Leases to pay Rents to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, and the tenants or patients may rely upon any written statement delivered by Mortgagee to the tenants or patients. Any such payment to Mortgagee shall constitute payment to Mortgagee under the Leases.

17. No Waiver. The failure of Mortgagee to exercise any option to declare maturity of the principal debt or any other sums hereby secured under any provision of any of the Loan Documents, or to forbear from exercising any right or remedy available to Mortgagee under any provision of any of the Loan Documents, shall not be taken or deemed a waiver of the right to exercise such option, right or remedy, or declare such maturity as to such past, continuing or subsequent violation of any of the covenants and agreements of any of the Loan Documents. Acceptance by Mortgagee of partial payments shall not constitute a waiver of any Event of Default, as hereinafter defined. From time to time, Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor, Mortgagor's successors or assigns, any junior lienholder or any guarantor of any portion of the Indebtedness ("Guarantor"), without liability on Mortgagee's part and notwithstanding Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, extend the time for payment of the Indebtedness, or any part thereof, reduce the payments thereon, release anyone liable on any of said Indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said Indebtedness, release from the lien of this Mortgage any part of the Mortgaged Property, take or release other or additional security, reconvey any part of the Mortgaged Property, consent to any map or plan of the Mortgaged Property, consent to the granting of any easement, join in any

extension or subordination agreement, agree in writing with Mortgagor to modify the rate of interest or period of amortization of the Note, or change the amount of the monthly installments payable thereunder. Any actions taken by Mortgagee pursuant to the terms of this Section shall not affect the obligation of Mortgagor or Mortgagor's successors or assigns to pay the sums secured by this Mortgage and to observe the covenants of Mortgagor contained herein, shall not affect the guaranty of any Guarantor, pursuant to any guaranty executed in connection herewith ("Guaranty") and shall not affect the lien or priority of lien of this Mortgage on the Mortgaged Property. Mortgagor shall pay Mortgagee a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Mortgagee's option for any such action if taken at Mortgagor's request.

18. **Default.** The term "Event of Default" shall mean the occurrence of any one or more of the following and the passage of twenty (20) days without said occurrence having been cured after Mortgagee has provided written notice of said occurrence in accordance with the terms of Section 23 of this Mortgage.

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- STOP**
- (a) A failure by Mortgagor to make any payment of principal or interest or any combination thereof on the Note when due;
- (b) The material incorrectness of any representation or warranty made by Mortgagor or any Guarantor to Mortgagee in any of the Loan Documents, any financial statement or any other document delivered to Mortgagee in connection with the loan evidenced by this Note;
- (c) A reasonable determination by Mortgagee that the condition of the Mortgaged Property has deteriorated to the degree that Mortgagee's security has been materially impaired;
- (d) The sale (by land contract or otherwise), assignment, mortgaging, leasing, encumbering, refinancing or conveyance of the Mortgaged Property, or any portion thereof or legal or equitable interest therein, except as otherwise expressly permitted in the Loan Documents;
- (e) That a mechanic's or materialmen's lien is filed upon the Mortgaged Property, which lien is not discharged or bonded off within thirty (30) days after such filing;
- (f) A failure by Mortgagor to keep in full force and effect or obtain and thereafter keep in full force and effect all certificates, licenses, franchise or management agreements, permits and other agreements necessary in Mortgagee's reasonable discretion, for the construction, occupancy, use and operation of the Mortgaged Property as a nursing home;
- (g) A failure by Mortgagor to keep in effect the policies of insurance required by this Mortgage;
- (h) A failure by Mortgagor or any Guarantor to timely provide the financial statements and other financial information required in this Mortgage or the Guaranty;

(i) The occurrence of any event of default, acceleration, or commencement of foreclosure under any other mortgage, lien or encumbrance on the Mortgaged Property, prior or subordinate to the lien of this Mortgage;

(j) The entry of any judgment or lien against Mortgagor or Lawrence W. Maxwell by or in favor of any third person which judgment or lien is not satisfied, discharged or bonded off within thirty (30) days from the date of entry of said judgment or lien;

(k) The appointment of a receiver, trustee, custodian, conservator, or liquidator, or other similar official for Mortgagor, or Lawrence W. Maxwell, any of the Mortgaged Property, or any other property of Mortgagor or Lawrence W. Maxwell;

(l) Mortgagor or Lawrence W. Maxwell shall generally not pay debts as they become due or shall admit in writing inability to pay debts, or shall make a general assignment for the benefit of creditors;

(m) Mortgagor or Lawrence W. Maxwell shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of Mortgagor or Lawrence W. Maxwell or any debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors;

(n) Any case, proceeding or other action commenced against Mortgagor or Lawrence W. Maxwell seeking to have an order for relief entered against Mortgagor or Lawrence W. Maxwell, as debtor, or seeking a reorganization, arrangement, adjustment, liquidation, dissolution or composition of Mortgagor or Lawrence W. Maxwell or any debts, under any law relating to bankruptcy, insolvency, reorganization or debtor relief laws, or seeking an appointment of a receiver, trustee, custodian or other similar official for Mortgagor or Lawrence W. Maxwell or for all or any of the Property, or any other property of Mortgagor or Lawrence W. Maxwell, and such case, proceeding or other action (i) results in the entry of an order for relief against Mortgagor or Lawrence W. Maxwell or (ii) remains undismissed for a period of sixty (60) days;

(o) Mortgagor or Lawrence W. Maxwell shall have concealed, removed, or permitted to be concealed or removed, any part of its property, with intent to hinder, delay or defraud its creditors or any of them, or made or suffered a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall have made any transfer of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or shall have suffered or permitted, while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings which is not vacated within sixty (60) days from the date thereof;

(p) An occurrence of any event or condition which results in a default in the payment of any other indebtedness or the performance of any other obligation of Mortgagor or any

Guarantor to Mortgagee, including but not limited to an Event of Default under the Second Mortgage and any and all documents associated therewith;

(q) The liquidation, termination or dissolution of Mortgagor;

(r) At Mortgagee's option, death of or appointment of a guardian for Lawrence W. Maxwell, provided, however, that there shall be no Event of Default if Mortgagee receives a substitute guaranty in form, substance, and from a substitute guarantor reasonably acceptable to Mortgagee within ninety (90) days of said death or apportionment; or

(s) A failure by Mortgagor or any Guarantor to comply with any of the other terms or conditions specified herein or in any other of the Loan Documents or Mortgagor's or any Guarantor's failure to perform any of Mortgagor's or any Guarantor's covenants under the Loan Documents.

Upon the occurrence of any such Event of Default, at the option of Mortgagee, without notice or demand, the same being hereby expressly waived, the entire amount of said indebtedness and all interest on the Note, and all such sums as may have been advanced by Mortgagee hereunder and all interest thereon shall become immediately due and payable, and, in addition to any other right or remedy which Mortgagee may now or hereafter have at law, in equity, or under this Mortgage or any of the other Loan Documents, Mortgagee shall have the right and power:

(a) to foreclose upon this Mortgage and the lien hereof; (b) to sell the Mortgaged Property according to law; and (c) to enter upon and take possession of the Mortgaged Property and/or have a receiver appointed therefor as set forth in Section 16 hereof.

19. Inspection. Any person authorized by Mortgagee shall have the right to enter upon and inspect the Mortgaged Property at all reasonable times. Mortgagee shall, however, have no duty to make such inspections. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit, and Mortgagor shall in no way rely or claim reliance thereon.

20. Parcels; Waiver of Marshaling. In the event of foreclosure of the lien of this Mortgage, the Mortgaged Property may be sold in one or more parcels or as an entirety as Mortgagee may elect.

Notwithstanding the existence of any other security interests in the Mortgaged Property held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided herein. Mortgagee shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor, any party who becomes liable for Mortgagor's obligations and covenants under this Mortgage, and any party who now or hereafter acquires a security interest in the Mortgaged Property, or any portion thereof, hereby waives any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

21. Costs of Collection. Mortgagor hereby agrees to pay to Mortgagee all costs of foreclosing this Mortgage, and all costs of collecting and securing, and of attempting to collect and to secure, the Note, including, without limitation, reasonable attorneys' fees, appraisers' fees, court costs, notice charges and title insurance charges, whether such attempt be made by suit, in bankruptcy, or otherwise; and said costs and any other sums due Mortgagee by virtue of this Mortgage or the Note may be included in any judgment or decree rendered.

22. Rent Roll and Financial Statements. Mortgagor shall maintain full and correct books and records open to Mortgagee's inspection showing in detail the income, expenses and earnings of Mortgagor and of the Mortgaged Property, and shall provide Mortgagee the following financial information. Similar statements may be required by Mortgagee of each Guarantor.

(a) Within sixty (60) days from the end of each fiscal year of Mortgagor (or any Guarantor, as applicable), or as requested from time to time by Mortgagee, an annual financial statement consisting of a balance sheet, together with a complete itemized statement of annual income and operating expenses of Mortgagor and of the Mortgaged Property, certified by the chief financial officer of Mortgagor and on forms proscribed by, or satisfactory to, Mortgagee. Mortgagee reserves the right to require the annual financial statements to be both duly audited and certified by an independent certified public accountant satisfactory to Mortgagee;

(b) Upon request of Mortgagee, but not more frequently than monthly, within thirty (30) days from the end of each month, monthly operating statements for the Mortgaged Property, certified by the chief financial officer of Mortgagor and on forms proscribed by, or satisfactory to, Mortgagee;

(c) Within thirty (30) days after the date of filing, tax returns (state and federal) together with all schedules attached thereto and all requests for extensions;

(d) Within sixty (60) days from the end of each fiscal year of Mortgagor or upon request, a rent roll of the Mortgaged Property, certified by the chief financial officer of Mortgagor. The rent roll shall contain the name and address of each tenant or patient, square footage of leased premises, annual rent, lease commencement date, lease expiration date, date through which rent is paid, and the nature and extent of any defaults by each tenant or patient,

(e) Upon request of Mortgagee, but not more frequently than annually, an annual financial statement consisting of a balance sheet, together with a complete itemized statement of annual income and operating expenses for each property, partnership, corporation or other entity in which Mortgagor (or any Guarantor) has any direct or indirect liability as a result of being a general partner, co-maker, obligor, or guarantor of any loan or other obligation associated with any such entity; and

(f) Such other financial information as Mortgagee may reasonably request from time to time, including but not limited to any documentation or information necessary to comply with any federal, state or local regulations to which Mortgagee is subject.

23. **Notice.** Except as otherwise expressly provided in any of the Loan Documents, any notice required or permitted to be given hereunder shall be in writing and shall be considered properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering such in person to the intended addressee or by prepaid telegram. Notice so mailed shall be effective upon its deposit. Notice given in any other manner shall be effective only if and when received by addressee. For purposes of notice, the addresses of Mortgagor and Mortgagee shall be as set forth below; provided however that either party shall have the right to change such party's address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove:

If to Mortgagor:

Gary Health Care Management Inc.
730 West 35th Street
Marion, Indiana 46953
Attn: Gary L. Ott

If to Mortgagee:

County Savings Bank
66 South Third Street
Columbus, Ohio 43215
Attn: Gary L. McGlaughlin



24. **Subordinate Mortgages.** Mortgagor will not, without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion, grant or permit to be created any lien, security interest or other encumbrance other than Permitted Encumbrances (hereinafter called a "Subordinate Mortgage") covering any of the Mortgaged Property. If Mortgagee consents to a Subordinate Mortgage or if the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable, any such Subordinate Mortgage shall contain express covenants to the effect that:

(a) The lien of the Subordinate Mortgage and all instruments incorporated therein by reference is and always shall be unconditionally subordinate to the lien of this Mortgage and to all advances made pursuant to, and sums secured by, this Mortgage; and this Mortgage and all instruments incorporated herein by reference may be renewed, extended, restructured, modified, increased or reinstated at any time without giving notice to or obtaining the consent of the Subordinate Mortgage holder;

(b) If any action shall be instituted to foreclose or otherwise enforce the Subordinate Mortgage, no tenant or patient of any of the Leases will be named as a party defendant, and no action will be taken which would terminate any occupancy or tenancy without the prior written consent of Mortgagee;

(c) In the event of any conflict between the covenants and agreements of this Mortgage and the Subordinate Mortgage, the covenants and agreements of this Mortgage shall prevail;

(d) Rents, if collected by or for the holder of the Subordinate Mortgage, shall be applied first to the payment of the Indebtedness and expenses incurred in the ownership, operation and maintenance of the Mortgaged Property in such order as Mortgagee may determine, prior to being applied to any indebtedness secured by the Subordinate Mortgage;

(e) A copy of any notice of default under the Subordinate Mortgage and written notice and opportunity to cure of not less than thirty (30) days prior to the commencement of any action to foreclose or otherwise enforce the Subordinate Mortgage will be given to Mortgagee; and

(f) The holder of the Subordinate Mortgage shall acknowledge the existence of the Indebtedness secured hereby and further acknowledge that the lien of this Mortgage shall at all times be and remain superior and prior to the lien of the Subordinate Mortgage to the extent of the entire Indebtedness secured hereby notwithstanding any change in the variable rate of interest being charged under the Note.

25. ~~Hazardous Substance Compliance is the obligation of the Mortgagor~~ Mortgagor hereby expressly represents, warrants and covenants to Mortgagee that: (i) neither Mortgagor nor, to the actual knowledge of Mortgagor, any other person has used or permitted any Hazardous Substances, as hereinafter defined, to be placed, held, stored or disposed on the Mortgaged Property or any portion thereof, in violation of any Environmental Laws, as hereinafter defined; (ii) the Mortgaged Property does not now contain any Hazardous Substance in violation of any Environmental Laws; and (iii) Mortgagor, so long as any of the indebtedness secured by this Mortgage remains unpaid, shall not allow any Hazardous Substances to be placed, held, stored or disposed on the Mortgaged Property or any portion thereof or incorporated into any improvements to be constructed on the Land in violation of any Environmental Laws. The term "Hazardous Substance" shall mean any hazardous, toxic or dangerous waste, substance or material defined as such in or for the purpose of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 USC §9601 et. seq., the Resource Conservation and Recovery Act, as amended, 42 USC §6901 et. seq., the Hazardous Materials Transportation Act, as amended, 49 USC §6901 et. seq., the Federal Water Pollution Control Act, as amended (including, but not limited to, the Clean Water Act), 33 USC §1251 et. seq., the Clean Air Act, as amended, 42 USC 7401 et. seq., the Toxic Substances Control Act, as amended, 15 USC §2601 et. seq., the Emergency Planning and Community Right-to-Know Act (also known as SARA Title III), as amended, 42 USC §11001 et. seq., the Safe Drinking Water Act, as amended, 42 USC §300(f) et. seq., the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 USC §136 et. seq., the Occupational Safety and Health Act, as amended, 29 USC §651 et. seq., any so-called "Superfund" or "Super-Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulations, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, now or at any time hereafter in effect (collectively the "Environmental Laws").

Mortgagor hereby agrees to indemnify Mortgagee and hold harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever, paid, incurred or suffered by, or asserted against, Mortgagee for, with respect to, or as a direct or indirect result of any of the following:

- (i) The presence on or under or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Mortgaged Property or any portion thereof of any Hazardous Substance (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the Environmental Laws); or
- (ii) Any liens against the Mortgaged Property or any portion thereof or any interest or estate in any thereof, created, permitted or imposed by the Environmental Laws, or any actual or asserted liability of or obligations of Mortgagor under the Environmental Laws.

The aforementioned indemnification shall survive the release and satisfaction of this Mortgage. In addition, any expenses or payments made by Mortgagee to cure any violation of any Environmental Laws shall be secured by this Mortgage.

26. Priority of Mortgage Lien. Mortgagee, at Mortgagee's option, is authorized and empowered to do all things provided to be done by a mortgagee under Indiana law, and any present or future amendments or supplements thereto, for the protection of Mortgagee's interest in the Mortgaged Property.

27. Miscellaneous. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. If any provision of this Mortgage is illegal, or hereafter rendered illegal, or is for any other reason void, voidable or otherwise unenforceable, or hereafter rendered void, voidable or otherwise unenforceable, the remainder of this Mortgage shall not be affected thereby but shall be construed as if it does not contain such provision. Each right and remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively, in any order whatsoever. This Mortgage shall be governed by and construed under the laws of the State of Indiana.

PROVIDED, HOWEVER, that these presents are upon the condition that if Mortgagor shall well and truly pay to Mortgagee, its successors and assigns, the indebtedness secured hereby (including, without limitation, all advances heretofore and hereafter made pursuant to the Note or this Mortgage), and shall fully keep and perform all of the conditions and agreements to be by Mortgagor kept, done and performed, then this Mortgage shall be void; otherwise it shall remain in full force and effect in law and equity forever.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed by its duly authorized general partner as of the 20 day of January, 1995.

Signed and acknowledged in the presence of:

MORTGAGOR:

GARY HEALTH CARE MANAGEMENT INC., an Indiana corporation

[Signature]

Witness

Please Print: DAVID K. CONRAD

By:

[Signature]

Gary L. Ott

Its:

President

[Signature]

Witness

Please Print: Michael D. Conner

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[Signature]

Witness

Please Print: DAVID K. CONRAD

This Document is the property of the Lake County Recorder: [Signature]

Its:

Lawrence W. Maxwell VICE-PRES

[Signature]

Witness

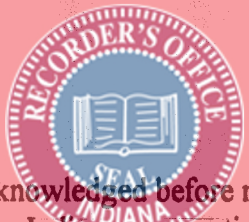
Please Print: Michael D. Conner

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STATE OF OHIO

SS:

COUNTY OF FRANKLIN



The foregoing instrument was acknowledged before me this 20th day of January, 1995, by Gary Health Care Management Inc., an Indiana corporation, by Gary L. Ott, its duly authorized President.

[Signature]

Notary Public

Commission Expiration: _____

DAVID K. CONRAD
ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO



STATE OF OHIO :
: SS:
COUNTY OF FRANKLIN :

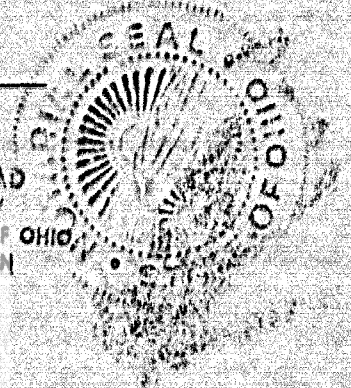
The foregoing instrument was acknowledged before me this 20th day of January, 1995,
by Gary Health Care Management Inc., an Indiana corporation, by Lawrence W. Maxwell, its
duly authorized Vice President.



Notary Public

Commission Expiration: _____

DAVID K. CONRAD
ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
LIFETIME COMMISSION



This Instrument Prepared by:

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David K. Conrad
BRICKER & HIGLEY
100 South Third Street
Columbus, Ohio 43215

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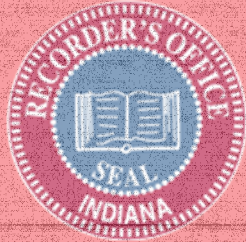
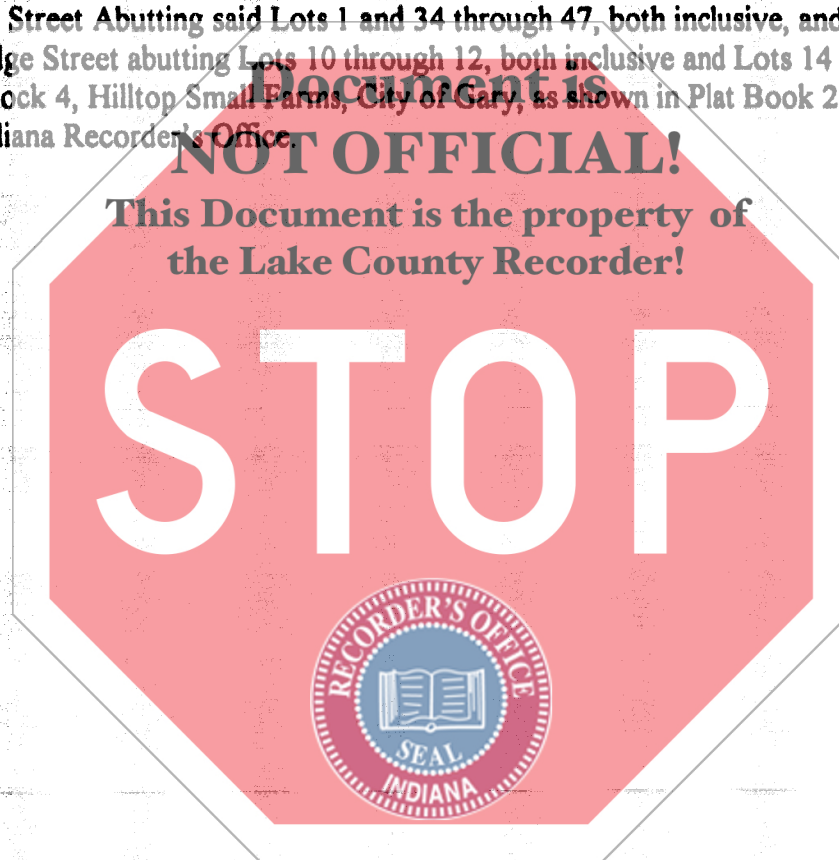


EXHIBIT "A"

Situate in the City of Gary, County of Lake and State of Indiana and being Lots Numbered 1 through 17, both inclusive, and Lots 34 through 47 both inclusive, Block 3, Hilltop Small Farms, City of Gary as Shown in Plat Book 26, Page 86, Lake County, Indiana; and the East 1/2 of vacated Rutledge Street Abutting said Lots 1 and 34 through 47, both inclusive, and the West 1/2 of vacated Rutledge Street abutting Lots 10 through 12, both inclusive and Lots 14 through 24, both inclusive, Block 4, Hilltop Small Farms, City of Gary, as shown in Plat Book 26, Page 86, Lake County, Indiana Recorder's Office.



SPECIAL WARRANTY BILL OF SALE

EXHIBIT "B"

INDIANA PERSONAL PROPERTY

All personal property located at 2350 Taft Street, Gary, Indiana, excluding only property owned by Souther Security Company and identified as such.

Without any representations or warranties regarding what is still present, the most recent inventory is attached hereto.

QUANTITYITEM

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1	Podium
1	Coat
3	Clocks
9	Love Seats/Sofa
9	Lounge Chairs
10	End/Coffee Tables
1	Small refrigerators
1	Step Stool (cane style)
2	Time Clock
3	Time card racks
1	Portable phonograph
1	6' storage cabinet
1	PA system
1	Emergency call system
7	Pictures
1	Trapeze
6	Canes
1	Treatment table
5	Janitor buckets
3	Aluminum shelving units
1	Stainless steel shelving unit
1	Suction machine
1	Extractor
1	Floor scrubber
4	Shelving units
2	Commercial washers
2	Dryers (Huebsh)
2	Laundry carts
1	Laundry transport cart
1	Ice machine
1	Hobart Dishwasher - Sanitizer attached
1	Dishwasher hood
1	Garbage disposal w/spray arm
1	Hatco hot water booster cc-12
1	Dish cleaning & return S.S. counter



1	Hobart slicer
1	6' S.S. counter
1	3 door reach-in refrigerator w/shelving
1	Gardland stove (6 burner & griddle)
1	Fire protection hood
1	Hobart mixer
118	Bed
118	Bed rails
117	Mattresses
113	Bedside chests
86	Patient room side chairs
30	Patient room rocking chairs
25	Overbed tables, blond
61	Overbed tables, walnut
103	Patient room cubicle curtains
14	Shower cubicle curtains
63	Set of draperies
66	Drapery hardware
8	Double pedestal desks
2	Single pedestal desks
3	Secretarial desks
7	Executive chairs
8	Secretarial chairs
11	Office side chairs
6	4 drawer file cabinets
3	2 drawer file cabinets
2	Credenzas
5	Typing stands
1	Typewriter
1	Copier
1	Calculator
80	Wastebaskets
2	Step on waste cans
8	Bulletin/remarkable boards
1	Portable (full length) mirror
1	Healthometer scale
1	Exam table
2	Swivel stools
4	Maid carts
9	Porta pots
8	Geri chairs
62	Mate chairs (dining room)
20	Dining tables
6	Folding tables
10	Lamps with shades
19	Stacking chairs
8	Side chairs - mediter, style
8	Wheelchairs
4	Chart racks
116	Chart holders
2	Portable room dividers
2	Tool storage carts
2	Hoyer Lifte
4	Walkers

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- Smoking Urns
- Warning commercial blender
- SS counter w/double sink (prep. area)
- Manual can opener
- S.S. shelf pack
- Compartment sink w/counter
- Garbage disposal w/spray arm
- Movable S.S. counters
- Steam table, 4-well, elect., misc. Voilrath pans underneath
- Coffee Perculator
- Dish Aerators, 2 compartment w/dishes
- Shelf cart (misc. dish covers)
- Shelf cart (holding coffee pot)
- Bulletin Board
- S.S. Shelving units
- Movable S.S. Imperial heavy duty, 2 shelf cart
- Savory toaster
- Tray Lakeside tray caddies (2-6', 1-5')
- Tray caddies (6')
- 3 door Delphin freezer
- Push cart (4 shelves)
- Wall shampoo units
- Hydraulic chair
- Portable dryers
- AC units
- Generator
- Transformer
- TV Antenna
- sets of parallel bars
- Push lawn mowers
- Group tools, (i.e. shovels, racks)
- Thermometer holder
- Pill crusher



STATE OF INDIANA



INDIANAPOLIS

STATE BOARD OF HEALTH
AN EQUAL OPPORTUNITY EMPLOYER
December 5, 1984

Address Reply to:
Indiana State Board of Health
1330 West Michigan Street
P.O. Box 1964
Indianapolis, IN 46208-1964

Mrs. Deulah Hatchett
220 Pleasant Avenue
Michigan City, IN 46368

Dear Mrs. Hatchett:

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

This is to inform you that pursuant to the actions of the Indiana Health Facilities Council, you are hereby authorized to admit a maximum of 120 residents for comprehensive nursing care, effective November 8, 1984.

Your application for license will be considered by the Council at its next licensure meeting, tentatively scheduled for December 19, 1984.

You are advised that the provision for services to Intermediate Care-Medicaid recipients cannot be made prior to the official date of certification; however, the State Board is recommending certification for intermediate care be effective the same date authorization to occupy is made. It still must be noted the official date of certification will be made by the Indiana Department of Public Welfare, Medicaid Division.

Sincerely,

Frances H. Safford, Director
Division of Health Facilities
AC 317/633-8442

cc: Beatrice Collins, Administrator
Joanne P. Anderson
Stephen P. Dunn
Irene Busor
Office of Health Planning and
Policy Development
file copy

EXHIBIT D

1. Easement granted to Gary-Hobart Water Corporation as shown in Instrument No. 732106.
2. Easements or claims to right of easements by public or private utility companies in and to that part of Mortgaged Property previously dedicated as an alley and subsequently vacated by resolution.
3. Real property taxes not yet due and payable.

