

CTC  
5775 • C PEACHTREE DUNWOODY RD  
ATLANTA, GA 30342 STE 200

HAMMOND, IN

SECOND AMENDMENT TO  
ASSIGNMENT OF LEASES AND RENTS

THIS SECOND AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS is made as of the 6<sup>th</sup> day of November, 1995, by Consolidated Resources Health Care Fund I, L.P., a Georgia limited partnership, f/k/a Consolidated Resources Health Care Fund I, having its principal place of business at 3570 Keith Street, N.W., P.O. Box 3480, Cleveland, Tennessee, 37320-3480 (hereinafter referred to as the "Assignor") and Meditrust Mortgage Investments, Inc., a Delaware corporation, having its principal address at 197 First Avenue, Needham, Massachusetts 02194 (hereinafter referred to as the "Assignee").

**NOT OFFICIAL!**

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WHEREAS, the Assignor and the Assignee are parties to that certain Assignment of Leases and Rents dated as of April 15, 1992 from Consolidated Resources Health Care Fund I to Meditrust Mortgage Investments, Inc., Assignee, and recorded with the real estate records of Lake County, Indiana as Instrument No. 92036410 and amended by that certain First Amendment to Assignment of Leases and Rents dated as of August 23, 1995 and recorded with said real estate records as Instrument No. 95050055 (the "Assignment of Leases and Rents" also referred to as the "Original Assignment of Leases and Rents") regarding certain land and improvements thereon more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Mortgaged Property");

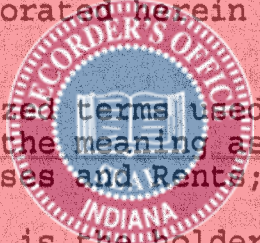
WHEREAS, all capitalized terms used herein and not expressly defined herein shall have the meaning ascribed to them in the Original Assignment of Leases and Rents;

WHEREAS, the Assignor is the holder of record, fee simple title to the Mortgaged Property;

WHEREAS, the Assignor, Elizabethton Medical Investors, Ltd, a Tennessee limited partnership and Osawatomie Health Care, Ltd, a Georgia limited partnership (hereinafter collectively referred to as the "Borrowers") and the Assignee are parties to that certain Amended and Restated Loan Agreement dated as of April 15, 1992 by and between the Assignor and the Assignee (the "Loan Agreement") as amended by that certain First Agreement Amending Loan Documents dated as of January 30, 1995 (the "First Agreement Amending Loan Documents") and further amended by that certain

Chicago Title Insurance Company

95071774



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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

MARGARET J. ...  
RECORDER

Handwritten initials and date: 21. 11. 95

Second Agreement Amending Loan Documents dated as of August 23, 1995 (the "Second Agreement Amending Loan Documents");

WHEREAS, simultaneously herewith the Borrowers and the Assignee have executed and delivered that certain Third Agreement Amending Loan Documents of even date herewith (the "Third Agreement Amending Loan Documents");

WHEREAS, the Borrowers and the Mortgagee are parties to that certain Promissory Note dated as of April 7, 1987 as amended and restated by (a) that certain Amended and Restated Promissory Note dated as of April 15, 1992, (b) that certain Second Amended and Restated Promissory Note dated as of January 30, 1995 and (c) that certain Third Amended and Restated Promissory Note in the original principal amount of EIGHTY-FIVE MILLION DOLLARS (\$85,000,000) dated as of August 23, 1995 (the Promissory Note as so amended and restated is hereinafter referred to as the "Fund I Note");

WHEREAS, simultaneously herewith the Borrowers have executed and delivered to the Assignee that certain Promissory Note in the original principal amount of ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000) (the "Alderwood Note"), that certain Promissory Note in the original principal amount of FIVE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$5,450,000) (the "Parkview Note"), that certain Promissory Note in the original principal amount of ONE MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS (\$1,650,000) (the "Collegedale Note") and that certain Promissory Note in the original principal amount of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000) (the "Elizabethton Note");

WHEREAS, the Assignee has required this Second Amendment to Assignment of Leases and Rents to reflect the amendments and restatements effected by the Third Agreement Amending Loan Documents, to secure the indebtedness evidenced by each of the Alderwood Note, the Parkview Note, the Collegedale Note and the Elizabethton Note and to make certain modifications to the provisions of the Original Assignment of Leases and Rents as hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby transfer, assign, deliver and grant a security interest to the Assignee in the Mortgaged Property and hereby agrees to amend the Original Assignment of Leases and Rents, as follows:

1. All references: (a) to the "Loan Agreement" or "Agreement" shall be deemed to be a reference to the Loan Agreement as amended by the First Agreement Amending Loan Documents, the Second Agreement Amending Loan Documents and the

Third Agreement Amending Loan Documents, (b) to the "Mortgage Note" shall be deemed to include collectively and singly the Fund I Note, the Alderwood Note, the Parkview Note, the Collegedale Note and the Elizabethton Note, (c) any of the documents or instruments evidencing or securing repayment of, or otherwise pertaining to and executed and delivered in connection with, the loan evidenced by the Mortgage Note shall be deemed to be a reference to the same as amended, restated and supplemented by the Third Agreement Amending Loan Documents and (d) to the "Assignment of Leases and Rents" shall be deemed to be a reference to the Assignment of Leases and Rents as amended hereby.

2. The Assignor confirms and ratifies its continued liabilities and obligations under the Original Assignment of Leases and Rents as amended hereby.



IN WITNESS WHEREOF, the Assignor has caused this Amendment to be executed by its sole managing general partner hereunto duly authorized, and the Assignee has caused this Amendment to be executed by its officer(s) hereunto duly authorized, as a sealed instrument as of the day and year first above written.

WITNESS:

**Assignor:**

CONSOLIDATED RESOURCES HEALTH CARE FUND I, L.P., a Georgia limited partnership

By: H.C.F., Inc., its corporate general partner

Ann M. Reynolds  
Name:

Document is By: John P. O'Brien, Jr.  
NOT OFFICIAL  
John P. O'Brien, Jr., its  
Vice President

This Document is the property of  
the Lake County Recorder! [CORPORATE SEAL]

**Assignee:**

MEDITRUST MORTGAGE INVESTMENTS, INC., a Delaware corporation

Greg R. Maut  
Name:

By: Michael F. Bushee  
Name: MICHAEL F. BUSHEE  
Title: CHIEF OPERATING OFFICER



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

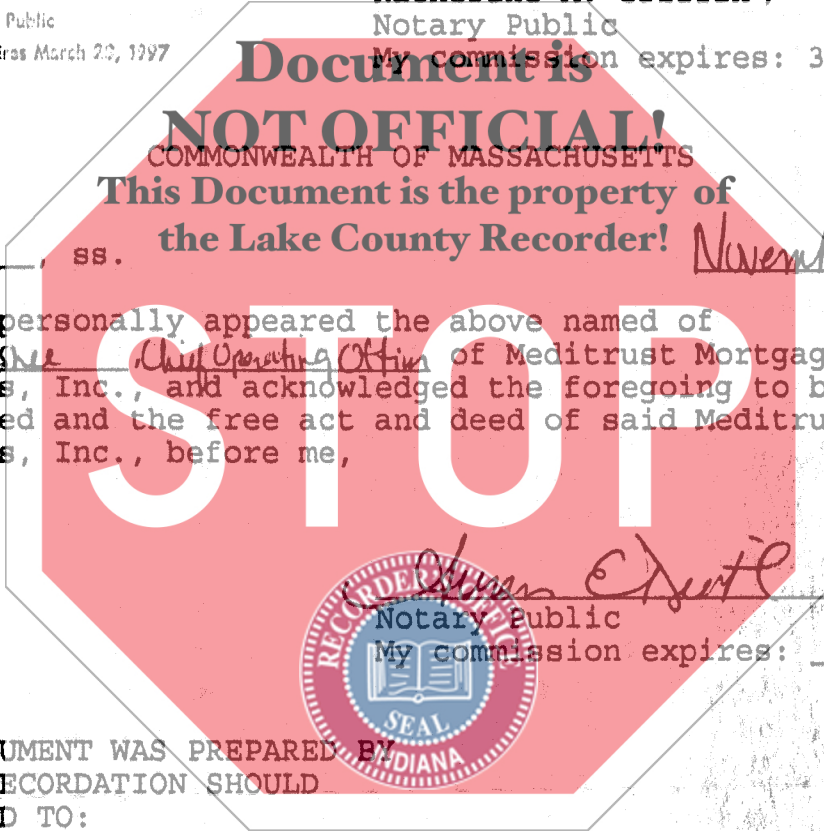
October 20, 1995

Then personally appeared the above named John P. O'Brien, Jr., Vice President of H.C.F., Inc., and acknowledged the foregoing to be his free act and deed and the free act and deed of H.C.F., Inc., on behalf of Consolidated Resources Health Care Fund I, L.P., before me,

*Katherine M. Griffin*  
Katherine M. Griffin  
Notary Public

KATHERINE M. GRIFFIN  
Notary Public  
My Commission Expires March 22, 1997

My commission expires: 3/28/97



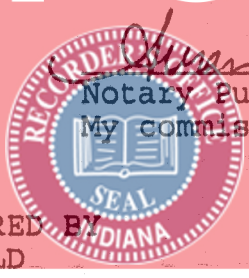
*Norfolk*

ss.

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*November 6*, 1995

Then personally appeared the above named of *Michael F. Bosner* *Chief Operating Officer* of Meditrust Mortgage Investments, Inc., and acknowledged the foregoing to be his free act and deed and the free act and deed of said Meditrust Mortgage Investments, Inc., before me,



*Susan E. Dietz*  
Notary Public  
My commission expires: *3-1-96*

THIS INSTRUMENT WAS PREPARED BY AND UPON RECORDATION SHOULD BE RETURNED TO:

MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY AND POPEO, P.C.  
One Financial Center  
Boston, Massachusetts 02111  
Attn: Joshua Davis, Esq.  
Tel: (617) 542-6000

T3/581231.1  
HAMMOND, IN  
2ND AMDT TO A/L

EXHIBIT A

HAMMOND-WHITING CONVALESCENT CENTER

LEGAL DESCRIPTION

Lots 1 and 2, Block 1, together with the vacated 16 foot alley lying between said lots; also Block 5, except the West 120 feet thereof, all in Mary Agnes Roberts' and Amy Jane Roberts First Addition to Hammond, as shown in Plat Book 4, page 29, in Lake County, Indiana, except that part of said real estate dedicated for 114th Street.

T3/581231.1

