

ASSIGNMENT AND AMENDMENT OF MORTGAGE

THIS ASSIGNMENT AND AMENDMENT OF MORTGAGE (this "Assignment and Amendment") is entered into as of this 19th day of December, 1996, by and among MARINE MIDLAND BANK, a New York banking corporation formerly known as Marine Midland Bank, N.A. ("Marine Midland"), LASALLE NATIONAL BANK, a national banking association ("LaSalle"), BANK ONE, INDIANAPOLIS, NA, a national banking association ("Bank One"), and TRI-CITY COMMUNITY MENTAL HEALTH CENTER, INC., a nonprofit corporation organized and existing under the laws of the State of Indiana and formerly known as Tri-City Comprehensive Community Mental Health Center, Inc. ("Tri-City").

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RECITALS:

A. Marine Midland and Tri-City are parties to a certain Letter of Credit and Reimbursement Agreement dated as of October 1, 1990 (the "Reimbursement Agreement"), pursuant to which Tri-City agreed to reimburse Marine Midland in full for any and all funds paid by Marine Midland on behalf of Tri-City pursuant to that certain Irrevocable Letter of Credit issued by Marine Midland dated November 29, 1990 (the "Marine Letter of Credit").

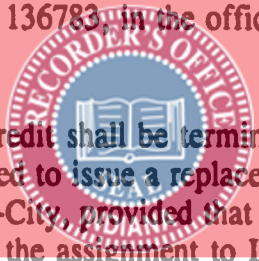
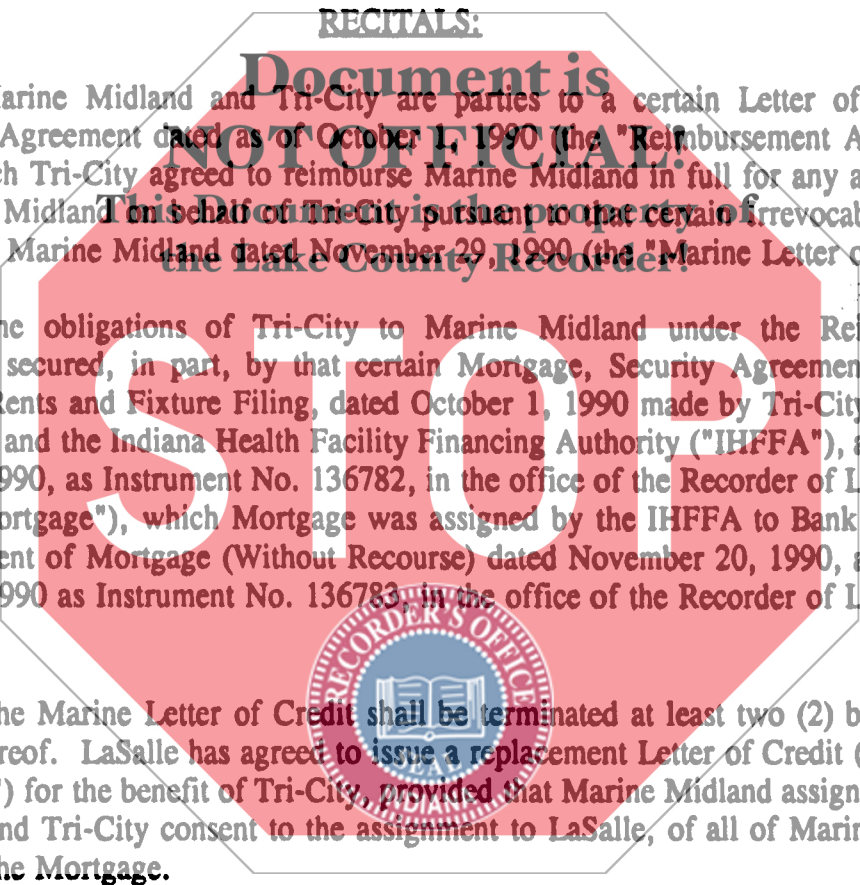
B. The obligations of Tri-City to Marine Midland under the Reimbursement Agreement, are secured, in part, by that certain Mortgage, Security Agreement, Collateral Assignment of Rents and Fixture Filing, dated October 1, 1990 made by Tri-City in favor of Marine Midland and the Indiana Health Facility Financing Authority ("IHFFA"), and recorded November 30, 1990, as Instrument No. 136782, in the office of the Recorder of Lake County, Indiana (the "Mortgage"), which Mortgage was assigned by the IHFFA to Bank One by that certain Assignment of Mortgage (Without Recourse) dated November 20, 1990, and recorded November 30, 1990 as Instrument No. 136783, in the office of the Recorder of Lake County, Indiana.

C. The Marine Letter of Credit shall be terminated at least two (2) business days after the date hereof. LaSalle has agreed to issue a replacement Letter of Credit (the "LaSalle Letter of Credit") for the benefit of Tri-City, provided that Marine Midland assigns to LaSalle, and Bank One and Tri-City consent to the assignment to LaSalle, of all of Marine Midland's interests under the Mortgage.

D. LaSalle, Bank One and Tri-City wish to amend the Mortgage, as assigned to LaSalle, to reflect that the Mortgage shall secure the obligations of Tri-City to LaSalle pursuant to the Reimbursement Agreement, as assigned from Marine Midland to LaSalle by that certain Assignment of Letter of Credit and Reimbursement Agreement of even date herewith (the "Reimbursement Assignment"), and as amended by that certain Amended and Restated Letter of Credit and Reimbursement Agreement of even date herewith by and between LaSalle and Tri-City (the "Restated Reimbursement").

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Lot 58 & E 1/2 2157, Blk 7,
Hammond Add, Nov PB 2/29



STATE OF INDIANA
LAKE COUNTY
RECORDED

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1. Marine Midland hereby assigns to LaSalle all of its right, title and interest in and to the Mortgage, to have and to hold the same unto LaSalle and to the successors, legal representatives and assigns of LaSalle forever.

2. Bank One and Tri-City consent and agree to the assignment by Marine Midland to LaSalle of all of its interests under the Mortgage.

3. LaSalle, Bank One and Tri-City hereby agree that the Mortgage, as assigned hereunder, shall secure the performance by Tri-City of its obligations to LaSalle under the Reimbursement Agreement, as assigned to LaSalle by the Reimbursement Assignment and as amended and restated by the Restated Reimbursement. Wherever in the Mortgage the Reimbursement Agreement is referred to, it shall now mean and refer to the Restated Reimbursement.

4. This Assignment and Amendment may be executed in any number of counterparts with the same effect as if each of the parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment and Amendment to be executed by their duly authorized representatives as of the date set forth above.

MARINE MIDLAND BANK, a New York banking corporation formerly known as Marine Midland Bank, N.A.

By: [Signature]
(signature)



Its: [Signature] F. Jones (M. Vice Pres 10007)
(printed name and title)

LASALLE NATIONAL BANK, a national banking association

By: Mary J. Owens
(signature)

Its: Mary T. Owens, VP
(printed name and title)

BANK ONE, INDIANAPOLIS, NA, a national banking association

Document is NOT OFFICIAL!

By: Dolores M. Kuhn
(signature)

This Document is the property of the Lake County Recorder!

Its: Dolores M. Kuhn, AVP
(printed name and title)

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TRI-CITY COMMUNITY MENTAL HEALTH CENTER, INC., an Indiana nonprofit corporation formerly known as Tri-City Comprehensive Community Mental Health Center, Inc.



By: Robert D. Krumwied
(signature)

Its: Robert D. Krumwied Executive Director
(printed name and title)

STATE OF New York)
COUNTY OF New York) SS:

Before me, a Notary Public in and for said County and State, personally appeared Herbert F. Jacobs, the Vice President of Marine Midland Bank, a New York banking corporation formerly known as Marine Midland Bank, N.A., and acknowledged the execution of the foregoing instrument as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 6th day of December, 1996.

Signature [Handwritten Signature]

Document is NOT OFFICIAL
ANGELITA M. CHUNG
Notary Public, State of New York
No. 41-4922780

My Commission Expires:

Mar 14, 98

This Document is the property of
the Lake County Commissioner
[Handwritten Signature]

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Mary T. Owens, the VP of LaSalle National Bank, a national banking association, and acknowledged the execution of the foregoing instrument as such officer acting for and on behalf of said entity.

Witness my hand and Notarial Seal this 12th day of December, 1996.



Signature [Handwritten Signature]

[Handwritten Signature]

Printed

Notary Public

My Commission Expires:

11-12-1999

County of Residence:

Marion

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Dolores M. Krohne, the ALP of Bank One, Indianapolis, NA, a national banking association, and acknowledged the execution of the foregoing instrument as such officer acting for and on behalf of said entity.

Witness my hand and Notarial Seal this 15th day of December, 1996.

Jean T. Hillis
Signature

Jean T. Hillis
Notary Public

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NOT OFFICIAL!

My Commission Expires: 11-12-1999 This Document is the property of
County of Residence: Marion
the Lake County Recorder!

STATE OF Indiana)
) SS:
COUNTY OF Lake)

Before me, a Notary Public in and for said County and State, personally appeared ROBERT D. KRUMHOLD, the EXECUTIVE DIRECTOR of Tri-City Community Mental Health Center, Inc., an Indiana nonprofit corporation formerly known as Tri-City Comprehensive Community Mental Health Center, Inc., and acknowledged the execution of the foregoing instrument as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 10th day of December, 1996.

Toni Lach
Signature

TONI LACH
Printed Notary Public

My Commission Expires: January 12, 2000 County of Residence: Lake

This instrument was prepared by Sarah K. Funke, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282; Telephone: (317) 236-2100.

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