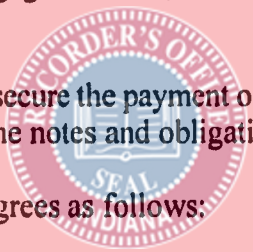


## SECOND MORTGAGE AMENDMENT AGREEMENT

The undersigned, CALUMET SURGERY CENTER, a limited partnership with its principal office in the Town of Munster (herein "Mortgagor"), for valuable consideration given by BANK CALUMET NATIONAL ASSOCIATION, f/k/a Calumet National Bank (herein "Mortgagee"), the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Mortgage 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. 058526 (herein the "Mortgage"), is hereby further amended as follows:

1. In addition to the Mortgage Note referenced on page two of the Mortgage in the original principal amount of \$3,100,000.00 replaced by Mortgagor's Second Amended and Restated Mortgage Note dated February 24, 1994 in the original principal amount of \$2,048,495.74, the Mortgage shall secure the payment of that Commercial Promissory Note (Line of Credit) executed by Mortgagor in favor of Bank Calumet National Association dated June 15, 1998, which note carries a \$900,000.00 maximum authority. This note matures on December 15, 1998. This is a line of credit obligation and Mortgagee will be making future loans and advances to Mortgagor pursuant to a \$900,000.00 commitment until December 15, 1998, on which date the outstanding principal balance thereunder shall be due and payable. It is intended by the Mortgagor that each such future loan or advance shall be secured by the Mortgage. The maximum principal amount of unpaid loan indebtedness secured under this note which may be outstanding at any time shall be \$900,000.00 exclusive of interest thereon and exclusive of unpaid balances of advances made with respect to the mortgaged premises for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the mortgage premises and all other costs which Mortgagee is authorized by the Mortgage to pay on Mortgagor's behalf, all of which amount shall also be secured by the Mortgage; and
2. The Mortgage shall also secure the payment of any renewals, extensions, modifications and/or replacements of the notes and obligations referred to in paragraph 1 above.
3. The Mortgagor further agrees as follows:
  - a. All terms and conditions of the Mortgage not expressly amended by this Second Mortgage Amendment Agreement or any previous Mortgage Amendment Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.
  - b. This Second Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Indiana.
  - c. This Second Mortgage Amendment Agreement shall be binding upon the respective heirs, successors, administrators and assigns of the Mortgagor.

HOLD FOR FIRST AMERICAN TITLE

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 1998  
 STATE OF INDIANA  
 RECORDER OF DEEDS  
 CLERK OF COURTS  
 COUNTY OF LAKE  
 INDIANA

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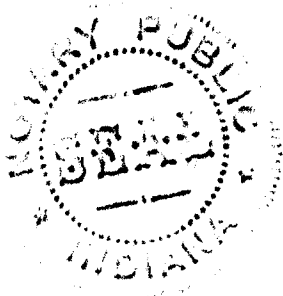
Executed in Hammond, Indiana, effective the 15th day of June, 1998.

**MORTGAGOR:**

**CALUMET SURGERY CENTER**

By: **TORRENCE, INC., its General Partner**

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



**Document is NOT OFFICIAL!**

STATE OF INDIANA ) This Document is the property of  
COUNTY OF LAKE ) )SS: Lake County Recorder!

**ACKNOWLEDGMENT**

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 Second Mortgage Amendment Agreement for and on behalf of Calumet Surgery Center this 15th day of June, 1998.



*Connie Johnson*  
Connie Johnson Notary Public,  
Residing in Lake County, Indiana

My Commission Expires:

December 13, 2000

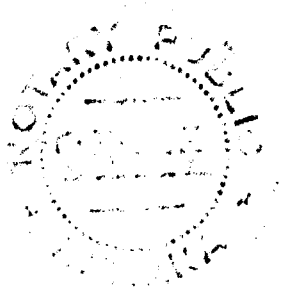
CONSENT

BANK CALUMET NATIONAL ASSOCIATION, f/k/a Calumet National Bank, as Mortgagee under the above referenced Mortgage, hereby consents to the further modification of the Mortgage as set forth above.

Executed in Hammond, Indiana, effective the 15th day of June, 1998.

MORTGAGEE:

BANK CALUMET NATIONAL ASSOCIATION



By: Steven R. Dahlkamp  
Its: Vice President

Document is NOT OFFICIAL!  
This Document is the property of the Lake County Recorder!

STATE OF INDIANA )  
                          )SS:  
COUNTY OF LAKE )

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared BANK CALUMET NATIONAL ASSOCIATION, f/k/a Calumet National Bank, by Steven R. Dahlkamp its Vice President and acknowledged the execution of the above and foregoing Consent to the Second Mortgage Amendment Agreement for and on behalf of Bank Calumet National Association this 15th day of June, 1998.

Connie Johnson  
Connie Johnson Notary Public,  
Residing in Lake County, Indiana

My Commission Expires:  
December 13, 2000

This instrument was prepared by:  
Lewis C. Laderer, Jr.  
Laderer & Fischer, P.C.  
112 West Jefferson Blvd., Suite 310  
South Bend, Indiana 46601