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**RELEASE OF MORTGAGE, SECURITY AGREEMENT,
COLLATERAL ASSIGNMENT OF RENTS AND FIXTURE FILING**

FOR VALUE RECEIVED, the undersigned, to the extent LaSalle Bank National Association (formerly LaSalle National Bank) ("LaSalle") received any right, title and interest in the Original Mortgage described below pursuant to the Assignment of Letter of Credit and Reimbursement Agreement among Marine Midland Bank, LaSalle and the Borrower described below dated December 19, 1996, the undersigned hereby RELEASES the Mortgage, Security Agreement, Collateral Assignment of Rents and Fixture Filing (the "Original Mortgage") executed by Tri-City Community Mental Health Center, Inc. (the "Borrower") in favor of Marine Midland Bank (formerly known as Marine Midland Bank, N.A.) and the Indiana Health Facility Financing Authority, dated February 22, 1993, and recorded on April 16, 1993, in the Office of the Recorder of Lake County, as Document No. 93023944.



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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

MORRIS W. CARTER
RECORDER

708862.1
TICOR TITLE INSURANCE
Crown Point, Indiana


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LASALLE BANK NATIONAL ASSOCIATION
(FORMERLY LASALLE NATIONAL BANK)

Dated: October 30, 2000

By: 
Robert Roach

Title: Commercial Bank Order



ASSIGNMENT OF LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT

THIS ASSIGNMENT OF LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT (this "Assignment") is made 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"), 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").

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 Marine Letter of Credit shall be terminated at least two (2) business days after the date hereof. LaSalle has agreed to issue a replacement Irrevocable Letter of Credit (the "LaSalle Letter of Credit") for the benefit of Tri-City, provided that Marine Midland assigns to LaSalle, and Tri-City consents to the assignment to LaSalle, of all of Marine Midland's right, title and interest in and to the Reimbursement Agreement.

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:

1. Marine Midland transfers and assigns to LaSalle all of the right, title and interest of Marine Midland in and to the Reimbursement Agreement.
2. LaSalle accepts, and Tri-City consents to, the assignment by Marine Midland to LaSalle of all of its right, title and interest in and to the Reimbursement Agreement.
3. Tri-City states and affirms that, as of the date hereof, Marine Midland is in full compliance with all of the terms and conditions of the Reimbursement Agreement and no condition exists which, of itself or upon the lapse of time or the giving of notice (or any combination thereof), would constitute an event of default, and that Tri-City has no right of setoff or other claim against Marine Midland under the Reimbursement Agreement. Tri-City hereby waives any and all claims to which Tri-City is or may be entitled as of the date hereof against either LaSalle or Marine Midland under the Reimbursement Agreement.
4. This Assignment may be executed in any number of counterparts with the same effect as if each party had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment 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: Herbert F. Jones
(signature)

Its: HERBERT F. JONES, JR. VICE PRESIDENT
(printed name and title)

This Document is the property of
the Lake County Recorder.

LASALLE NATIONAL BANK, a national banking association

By: Mary J. Owens
(signature)

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

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

By: _____
(signature)

Its: _____
(printed name and title)

459396.1

ASSIGNMENT OF LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT

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3. Tri-City states and affirms that, as of the date hereof, Marine Midland is in full compliance with all of the terms and conditions of the Reimbursement Agreement and no condition exists which, of itself or upon the lapse of time or the giving of notice (or any combination thereof), would constitute an event of default, and that Tri-City has no right of setoff or other claim against Marine Midland under the Reimbursement Agreement. Tri-City hereby waives any and all claims to which Tri-City is or may be entitled as of the date hereof against either LaSalle or Marine Midland under the Reimbursement Agreement.
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment 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)

Document is
Its: _____
NOT OFFICIAL (printed name and title)

This Document is the property of
the Lake County Recorder.
LASALLE NATIONAL BANK, a national banking association

By: Mary J. Owens
(signature)

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



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

By: [Signature]
(signature)

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

459396.1