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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 114435

2006 DEC 29 11:11:01

MICHAEL J. STANLEY
RECORDER

06-002147

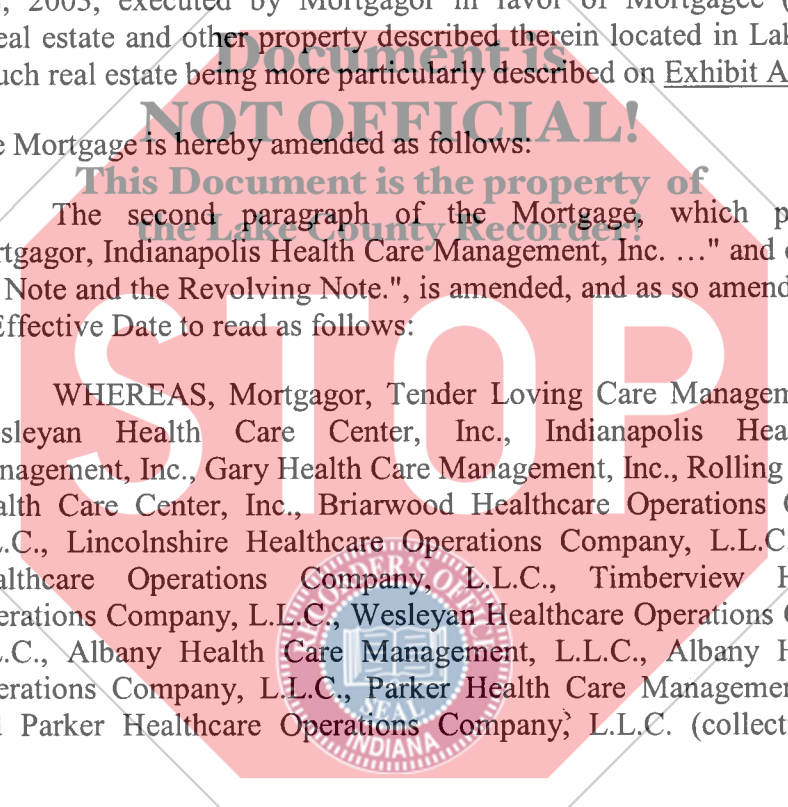
AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS, INCOME AND PROCEEDS AND FIXTURE FILING

THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS, INCOME AND PROCEEDS AND FIXTURE FILING (this "Amendment") is executed as of the 21st day of December, 2006 (the "Effective Date"), by LINCOLNSHIRE HEALTH CARE CENTER, INC. ("Mortgagor") and NATIONAL CITY BANK, successor in interest by merger to The Provident Bank ("Mortgagee"), to amend the Mortgage, Security Agreement, Assignment of Rents, Income and Proceeds and Fixture Filing, dated October 28, 2003, executed by Mortgagor in favor of Mortgagee (the "Mortgage") covering certain real estate and other property described therein located in Lake County, in the State of Indiana, such real estate being more particularly described on Exhibit A attached hereto.

The Mortgage is hereby amended as follows:

1. The second paragraph of the Mortgage, which paragraph begins "WHEREAS, Mortgagor, Indianapolis Health Care Management, Inc. ..." and ends "... with the terms of the Term Note and the Revolving Note.", is amended, and as so amended, restated in its entirety as of the Effective Date to read as follows:

" WHEREAS, Mortgagor, Tender Loving Care Management, Inc., Wesleyan Health Care Center, Inc., Indianapolis Health Care Management, Inc., Gary Health Care Management, Inc., Rolling Meadows Health Care Center, Inc., Briarwood Healthcare Operations Company, L.L.C., Lincolnshire Healthcare Operations Company, L.L.C., Rolling Healthcare Operations Company, L.L.C., Timberview Healthcare Operations Company, L.L.C., Wesleyan Healthcare Operations Company, L.L.C., Albany Health Care Management, L.L.C., Albany Healthcare Operations Company, L.L.C., Parker Health Care Management, L.L.C. and Parker Healthcare Operations Company, L.L.C. (collectively and



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individually referred to as "Borrower") have executed and delivered to Mortgagee (i) that certain Term Note A in the original principal sum of \$17,225,625.12, dated December 21, 2006 (this promissory note, together with any other promissory note or notes executed and delivered to Mortgagee in substitution or replacement thereof, and any renewals, extensions or modifications thereof which remain outstanding while this Mortgage is in effect shall hereinafter be referred to as "Term Note A"); (ii) that certain Term Note B in the original principal sum of \$6,600,000.00, dated December 21, 2006 (this promissory note, together with any other promissory note or notes executed and delivered to Mortgagee in substitution or replacement thereof, and any renewals, extensions or modifications thereof which remain outstanding while this Mortgage is in effect shall hereinafter be referred to as "Term Note B"); and (iii) that certain Fourth Amended and Restated Revolving Note in the maximum original principal sum of \$1,800,000.00, dated December 21, 2006 (this promissory note, together with any other promissory note or notes executed and delivered to Mortgagee in substitution or replacement thereof, and any renewals, extensions or modifications thereof which remain outstanding while this Mortgage is in effect shall hereinafter be referred to as the "Revolving Note"; Term Note A, Term Note B and the Revolving Note are collectively referred to herein as the "Notes"), which Term Note A, Term Note B and Revolving Note evidence three loans (collectively, the "Loans") from Mortgagee to Borrower, together with interest thereon as set forth in Term Note A, Term Note B and the Revolving Note, the entire unpaid principal balance and all accrued but unpaid interest thereon being due and payable in accordance with the terms of Term Note A, Term Note B and the Revolving Note."

2. The third paragraph of the Mortgage, which paragraph begins "WHEREAS, the Loans are made pursuant to the terms and in accordance with ..." and ends "... shall have the meanings ascribed to them in the Credit Agreement.", is amended, and as so amended, restated in its entirety as of the Effective Date to read as follows:

" WHEREAS, the Loans are made pursuant to the terms and in accordance with and reliance upon that certain Amended and Restated Credit Agreement, between Borrower and Mortgagee, dated December 21, 2006 (as the same may hereafter be modified, amended, supplemented or restated from time to time and at any time, the "Credit Agreement") and the Loan Documents. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement."

3. The third paragraph of Article I of the Mortgage, which paragraph reads "The final payment of the Indebtedness is scheduled to be due on or before November 1, 2008.", is amended, and as so amended, restated in its entirety as of the Effective Date to read as follows:

" The final payment of the Indebtedness is scheduled to be due on or before December 21, 2011."

4. Section 3.1 of the Mortgage, is amended, and as so amended, restated in its entirety as of the Effective Date to read as follows:

" 3.1 Payments. To pay to Mortgagee, when due, (a) the principal balance of the Notes with interest thereon and all other late charges, penalties and/or prepayment penalties, all in accordance with the terms of the Notes, (b) all other Indebtedness at the times and in the manner provided, and (c) any other indebtedness at any time owing by Mortgagor to Mortgagee, whether separately secured or otherwise, together with interest thereon."

5. Section 3.2 of the Mortgage, is amended, and as so amended, restated in its entirety as of the Effective Date to read as follows:


" 3.2 Taxes and other Impositions. To pay, when due according to law, all taxes, assessments and other charges which are now due or may hereafter be imposed or assessed upon the Premises, or any part thereof, or that may be imposed or assessed against the holder of this Mortgage and the Notes by reason of ownership thereof, by any authority, be it federal, state, county or city, including but not limited to charges imposed upon the Premises, under any applicable declaration of condominium. Upon the failure of Mortgagor promptly to pay such taxes, assessments and other charges, Mortgagee shall have the option to pay and discharge the same without notice to Mortgagor, and any sum so expended by Mortgagee shall at once become Indebtedness owing from Mortgagor to Mortgagee, shall be immediately due and payable by Mortgagor with interest thereon to the extent legally enforceable at the applicable rate of interest provided in Section 2.9 of the Credit Agreement in respect of monetary Obligations other than Term Loans following the occurrence of a Default, and shall together be added to the Indebtedness. Upon the request of Mortgagee, Mortgagor will promptly provide Mortgagee with evidence of payment of the above taxes, assessments and other charges imposed or assessed upon the Premises."



As amended by this Amendment, the Mortgage remains in full force and effect.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the Effective Date.

LINCOLNSHIRE HEALTH CARE CENTER,
INC.

By:  _____
Gary L. Ott, President

NATIONAL CITY BANK, successor by merger to
the Provident Bank

By:  _____
John D. Rentz, Vice President



ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 21st day of December, 2006, by Gary L. Ott, the President of Lincolnshire Health Care Center, Inc., on behalf of such entity as its duly authorized officer.

Witness my hand and Notarial Seal this 21st day of December, 2006.

(SEAL)

Sheila J. Reid
Sheila J. Reid, Notary Public

I am a resident of Johnson County, Indiana
My commission expires: September 25, 2008



ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 21st day of December, 2006, by John D. Rentz, a Vice President of National City Bank, on behalf of such entity as its duly authorized officer.

Witness my hand and Notarial Seal this 21st day of December, 2006.

(SEAL)

Sheila J. Reid
Sheila J. Reid, Notary Public

**Document is the property of
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the Lake County Recorder!**

I am a resident of Johnson County, Indiana
My commission expires: September 25, 2008

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Jeffrey C. Nelson, Esq.).

This instrument was prepared by and after recording should be returned to: Jeffrey C. Nelson, Esq., Attorney at Law, Baker & Daniels, 300 North Meridian Street, Suite 2700, Indianapolis, Indiana 46204.

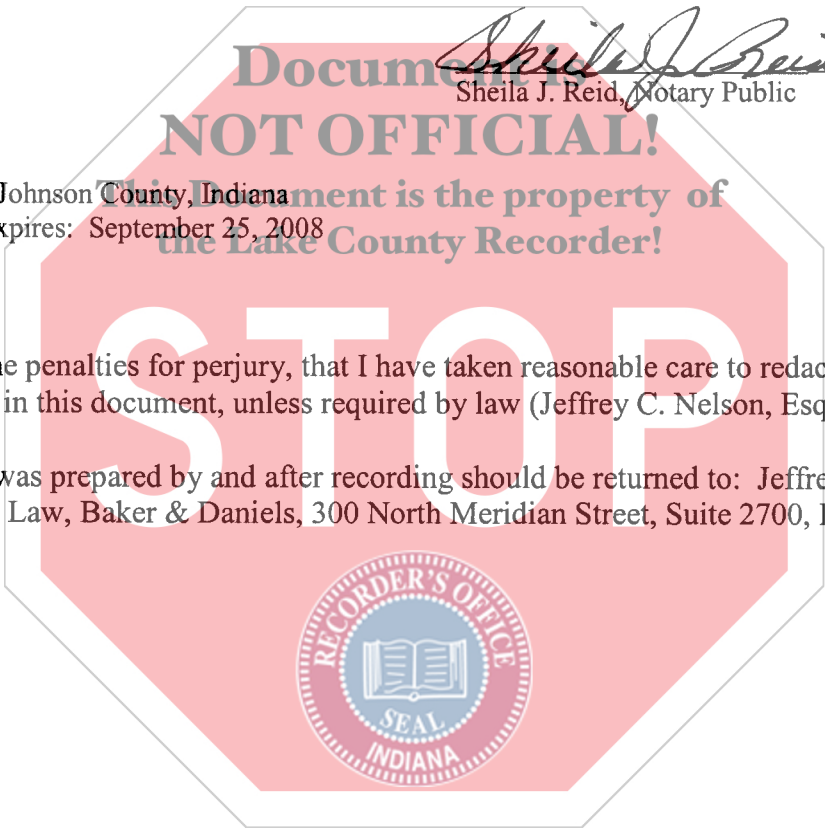


EXHIBIT A
(Legal Description)



The North 405 Feet of Lot E Except the North 125 Feet of the West 100 Feet Thereof, Lincoln Square, in the Town of Merrillville, as shown in Plat book 43, Page 137.

