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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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2007 JUN 29 AM 10:31

MICHAEL A. BROWN  
RECORDER

AMENDMENT NUMBER ONE  
TO  
MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

between

COMMUNITY FOUNDATION OF NORTHWEST INDIANA, INC.

as Grantor

**Document is  
NOT OFFICIAL!**

and

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

HARRIS, N.A.

(successor to Mercantile National Bank of Indiana)

as Master Trustee

**STOP**

Dated as of June 1, 2007



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**AMENDMENT NUMBER ONE  
TO  
MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT**

**THIS AMENDMENT NUMBER ONE TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT**, dated as of June 1, 2007 (this "Amendment"), between COMMUNITY FOUNDATION OF NORTHWEST INDIANA, INC., an Indiana nonprofit corporation (the "Grantor"), and HARRIS N.A. (successor to Mercantile National Bank of Indiana), a national banking association organized and existing under the laws of the United States of America, as trustee under the Master Indenture hereinafter described (the "Master Trustee");

**WITNESSETH:**

**WHEREAS**, the parties hereto have entered into a Mortgage, Security Agreement and Financing Statement dated as of September 15, 2001, and recorded October 26, 2001, as Instrument No. 2001 086540, in the Office of the Recorder of Lake County, Indiana (the "Mortgage"); and

**WHEREAS**, the Mortgage and the Master Trust Indenture by and among the Grantor, Munster Medical Research Foundation, Inc. (d/b/a The Community Hospital), St. Catherine Hospital, Inc., St. Mary Medical Center, Inc., and the Master Trustee, dated as of September 15, 2001, as supplemented and amended to date (the "Master Indenture"), permit the Grantor and the Master Trustee, without the consent of the Noteholders (as defined in the Master Indenture) but with the prior written consent of the Obligated Group Representative (as defined in the Master Indenture), to amend the Mortgage to add to the covenants of the Grantor such further covenants, restrictions or conditions as the Grantor and the Master Trustee consider to be for the protection of the holders of any Notes (as defined in the Master Indenture) or Guaranties (as defined in the Master Indenture) issued under the Master Indenture; and

**WHEREAS**, the parties hereto, by this Amendment, desire to amend the Mortgage as provided in this Amendment;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**Section 1. Amendment.** Section 4.1.D of the Mortgage shall be, and hereby is, amended in its entirety to be as follows:

D. Either:

(1) a Grantor Certificate stating or setting forth in substance that the aggregate Book Value of the Mortgaged Property or rights therein to be released pursuant to this paragraph (1) in the then current Fiscal Year does not exceed 5% of the aggregate Book Value of all Property of the Obligated Group as reflected on the financial statements of the Obligated Group as of the beginning of such Fiscal Year;

(2) a Grantor Certificate stating or setting forth in substance that immediately after the conveyance of the Mortgaged Property or rights therein to be released pursuant to this paragraph (2), either:

(A) the Debt Service Coverage Ratio for the most recent 12 consecutive calendar months for which audited financial statements are available preceding the proposed date of such release, assuming such release actually occurred at the beginning of such period, would not be less than 1.75 and would not have been reduced or, if reduced, would not have been reduced by more than 25%; or

(B) the Debt Service Coverage Ratio for each of the two Fiscal Years beginning immediately following the proposed date of such release is expected to be (1) greater than 1.75 and not less than 75% of the Debt Service Coverage Ratio for the most recent 12 consecutive calendar months for which audited financial statements are available preceding the proposed date of such transaction or (2) higher than it would have been had such transaction not been effected; provided, however, an Independent Consultant must confirm such certificate; or

(3) A Grantor Certificate stating or setting forth in substance that, in the Grantor's judgment, the Mortgaged Property or rights therein to be released have, or within the next succeeding 24 calendar months are reasonably expected to, become inadequate, obsolete, worn out, unsuitable, unprofitable, undesirable or unnecessary, and the release thereof will not impair the structural soundness, efficiency or economic value of the Mortgaged Property not so released; and

**Section 2. Binding Effect.** All terms, covenants, conditions and agreements of the Mortgage, not expressly amended by this Amendment, shall be and remain in full force and effect.

**Section 3. Severability.** In the event any provision of this Amendment shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and the remaining provisions shall not in any way be affected or impaired thereby.

**Section 4. Execution Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 5. Indiana Law.** This Amendment is made within the State of Indiana, and the parties intend that any applicable Indiana law (other than the conflicts-of-laws principles thereof) govern this Amendment.

**IN WITNESS WHEREOF**, Community Foundation of Northwest Indiana, Inc., has caused these presents to be signed in its name and behalf by its duly authorized representative or representatives, and, to evidence its acceptance of the terms set forth herein, Harris N.A. (successor to Mercantile National Bank of Indiana) has caused these presents to be signed in its name and behalf by its duly authorized representative or representatives, all as of the day and year first written above.

COMMUNITY FOUNDATION OF  
NORTHWEST INDIANA, INC.

By: *Donald S. Powers*  
Printed: Donald S. Powers  
Title: President

Attest:

*Mary Ann Shacklett*  
Printed: Mary Ann Shacklett  
Title: Senior Vice President and Chief Financial Officer



HARRIS N.A. (successor to Mercantile  
National Bank of Indiana), as Master Trustee

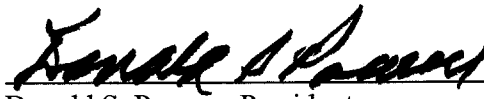
By: *Richard M. Schumacher*  
Printed: Richard M. Schumacher  
Title: Vice President

Attest:

*Debra A. Kiefer*  
Printed: DEBRA A KIEFER  
Title: INVESTMENT OFFICER



The undersigned, the Obligated Group Representative, hereby consents to the foregoing Amendment Number One to Mortgage, Security Agreement and Financing Statement, as of the day and year first written above.



Donald S. Powers, President  
Community Foundation of Northwest Indiana, Inc.



STATE OF INDIANA        )  
                                  ) ss.  
COUNTY OF LAKE        )

On this 28<sup>th</sup> day of June, 2007, before me, the undersigned, a Notary Public for the State of Indiana, personally appeared Donald S. Powers and Mary Ann Shacklett, known to me to be the President and the Senior Vice President and Chief Financial Officer, respectively, of Community Foundation of Northwest Indiana, Inc., an Indiana nonprofit corporation, who acknowledged to me that such corporation did execute the foregoing instrument, and personally appeared Donald S. Powers, known to me to be the President of Community Foundation of Northwest Indiana, Inc., an Indiana nonprofit corporation, who acknowledged to me that he, as the Obligated Group Representative (as defined in the foregoing instrument), did consent to the foregoing instrument.

(Notarial Seal)

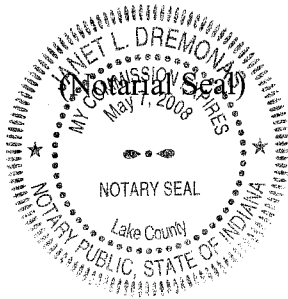
Cheryl H. H. H.  
Notary Public for the State of Indiana  
Residing at: Lake County  
My Commission expires: 8/19/09

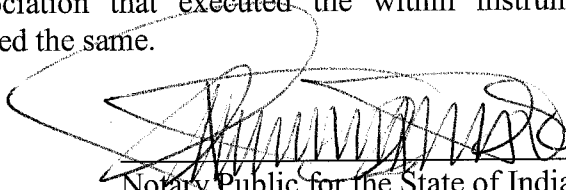


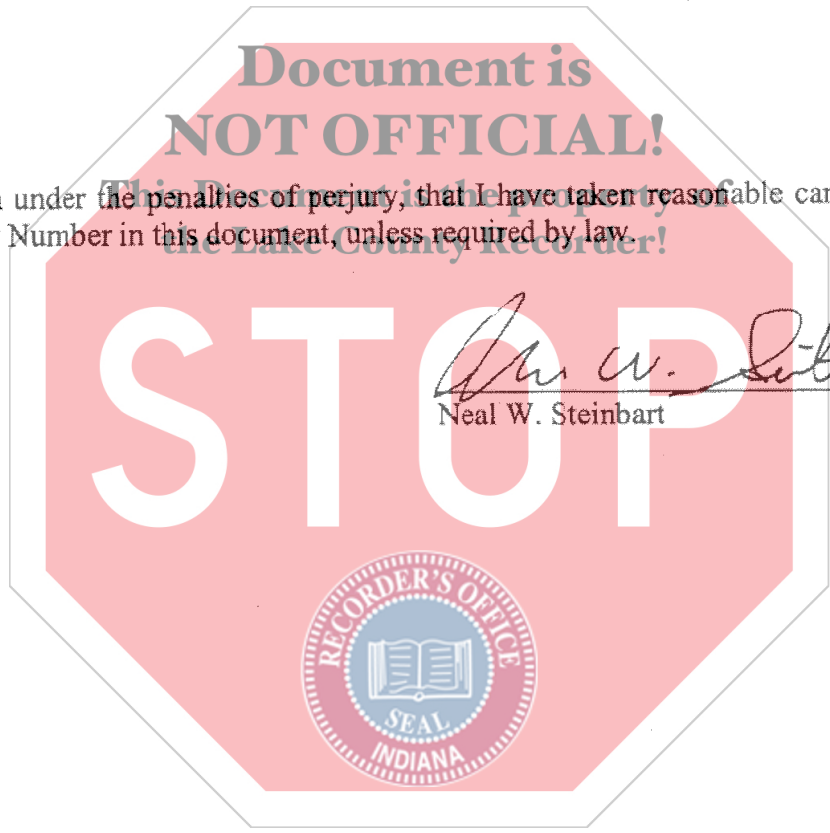


STATE OF INDIANA        )  
  ) ss.  
COUNTY OF LAKE        )

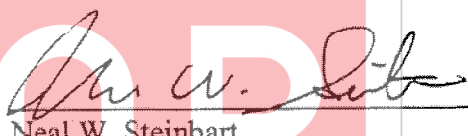
On this 28<sup>th</sup> day of June, 2007, before me, the undersigned, a Notary Public for the State of Indiana, personally appeared Richard M. Schumacher and Debra A. Kiefer, known to me to be a Vice President and Investment Officer, respectively, of Harris N.A., the national banking association that executed the within instrument, who acknowledged to me that such bank executed the same.



  
\_\_\_\_\_  
Notary Public for the State of Indiana  
Residing at: INDIANA  
My Commission expires: 05-07-08



I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

  
\_\_\_\_\_  
Neal W. Steinbart

This instrument prepared by Neal W. Steinbart, Esquire,  
11 South Meridian Street, Indianapolis, Indiana 46204.