

WALKER, FLEMING, CORBIN T GREENBERG

SUITE E

99. E. 86TH AVE MERVL IN 46410

854729

RECORDING MEMORANDUM

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BE IT FOREVER REMEMBERED this 19th day of May, 1986, that on the 4th day of September, 1985, there was recorded in the Office of the Recorder of lake County, Indiana, as Document Number 818530 a certain judgment rendered on August 27, 1985, by the Jasper Superior Court in proceedings entitled St. Anthony Medical Center, Inc., et al v. Calumet Construction Corporation, Cause Number CP-84-2-407. Said judgment was vacated and set aside by the Jasper Superior Court on October 25, 1985, and a new judgment was entered by the Court in place of the vacated judgment that same date, as evidenced by certain documents entitled Stipulation for Judgment and Order and Judgment entered in said Jasper Superior Court proceedings on October 25, 1985, certified copies of which documents are attached hereto, designated as Exhibit "A", and submitted for recording in their entirety.

THEREAFTER, on April 17, 1986, the judgment embodied in attached Exhibit "A" was fully released and satisfied as evidenced by a Satisfaction of Judgment and Direction to Clerk to Enter Satisfaction upon his Records; and a corresponding order of Court entered that same date reflecting full release and satisfaction of said judgment, certified copies of which form of satisfaction and Court order are attached, designated as Exhibit "B", and submitted in their entirety for recording.

THESE PROCEEDINGS effect title to the following-described real estate situated in Lake County, Indiana:

Parcel 1: The South Half of the North Half of the Southwest Quarter of the Southwest Quarter of Section 17, Township 34 North, Range 8 West of the 2nd P.M., in Lake County, Indiana.

Parcel 2: The North 5 acres of the South Half of the Southwest Quarter of the Southwest Quarter of Section 17, Township 34 North, Range 8 West of the 2nd P.M., in Lake County, Indiana.

STATE OF INDIANA
OFFICE OF THE RECORDER
MAY 19 5 20 PM '86

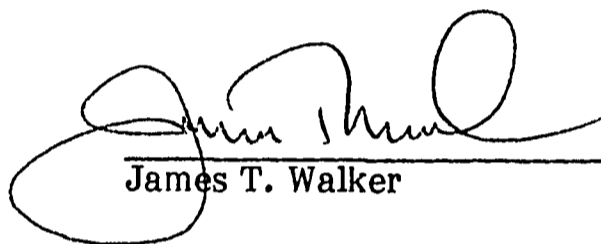
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Parcel 3: The South Half of the Southeast Quarter of the Southwest Quarter of Section 17, Township 34 North, Range 8 West of the 2nd P.M., in Lake County, Indiana.

Parcel 4: The North Half of the Southeast Quarter of the Southwest Quarter of Section 17, Township 34 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, except the East 50 feet.

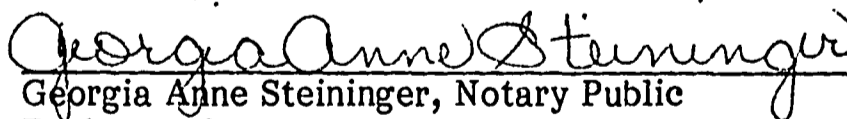
Parcel 5: The North Half of the North Half of the Southwest Quarter of the Southwest Quarter of Section 17, Township 34 North, Range 8 West of the 2nd P.M., in Lake County, Indiana.

Parcel 6: The South 15 acres of the Southwest Quarter of the Southwest Quarter of Section 17, Township 34 North, Range 8 West of the 2nd P.M., in Lake County, Indiana.


James T. Walker

BEFORE ME, a Notary Public in and for said County and State, personally appeared JAMES T. WALKER, who acknowledged the execution of the foregoing as his free act and deed, and further acknowledged that the information contained therein is true to the best of his information and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of May, 1986.


Georgia Anne Steininger, Notary Public
Resident of Lake County

My Commission Expires:
January 23, 1988

STATE OF INDIANA, JASPER COUNTY, SS:

I, Ralph Mathew, Clerk of Jasper Superior Court within and for said County and State, do hereby certify that the above and foregoing is a true and correct, full and complete copy of the "STIPULATION FOR JUDGMENT" filed on Oct. 25, 1985 in the case of ST. ANTHONY MEDICAL CENTER, INC., et al, Plaintiffs vs. CALUMET CONSTRUCTION CORPORATION, Defendant in Cause No. CP-84-2-407, and recorded in Plenary Docket Book 2, page 407,

as the same appears by the original and the record thereof now on file in my office and in my custody. WITNESS, my hand and the Seal of said Court, at Rensselaer

this 25th day of April

A.D. 19 86.

Ralph Mathew

CLERK OF THE JASPER SUPERIOR COURT

By: Linda Sue Colbert
Deputy Clerk



LAKE JASPER SUPERIOR COURT

ROOM No.

Cause No. CP-84-2-407

April 16, 1986 (Date)

Title of Cause ST. ANTHONY MEDICAL CENTER, INC. v. CALUMET CONSTRUCTION CORPORATION, et al

Brief Statement of Motion

CALUMET CONSTRUCTION CORPORATION files Satisfaction of Judgment and Direction to Clerk to Enter Satisfaction Upon His Records and requests that the Court enter an order directing the judgment satisfied.

MOTION GRANTED. Court orders Clerk to reflect that the judgment herein entered October 25, 1985 against ST. ANTHONY MEDICAL CENTER, INC., ST. ANTHONY HOME, INC., and HOLY FAMILY CHILD CARE CENTER, INC. in favor of CALUMET CONSTRUCTION CORPORATION be and the same is hereby fully released and satisfied.

[Handwritten Signature]
Judge

DATED: 4/17/86, 1986

WALKER, FLEMING, CORBIN & GREENBERG,

FILED

BY: 99 East 86th Avenue - Suite E
Merrillville, Indiana 46410
Phone: (219) 769-0420
Galvin, Galvin & Leeney
5231 Hohman Avenue
Hammond, Indiana 46320

APR 17 1986

Ralph M. Miller
CLERK, JASPER SUPERIOR COURT

CERTIFICATE OF SERVICE
I certify that on the 16th day of April 1986 service of a true and complete copy of the above foregoing pleading or paper was made upon each of the attorneys of record herein by depositing the same in the United States mail in envelopes properly addressed to each of them in sufficient first class postage prepaid.

By *[Handwritten Signature]*

Name of Moving Counsel

Name Opposing Counsel (if any)

Hand this memorandum to the clerk

EXHIBIT
"B"

file #2175

STATE OF INDIANA)
) SS:
COUNTY OF JASPER)

IN THE SUPERIOR COURT OF JASPER COUNTY,
SITTING AT RENSSELAER,
JASPER COUNTY, INDIANA

ST. ANTHONY MEDICAL CENTER, INC.;)
ST. ANTHONY HOME, INC.; and)
HOLY FAMILY CHILD CARE)
CENTER, INC.; all Indiana not-for-)
profit corporations,)

Plaintiffs)

-vs-)

CALUMET CONSTRUCTION CORPORA-)
TION, an Indiana corporation,)
Defendants)

* * * * *

CALUMET CONSTRUCTION CORPORA-)
TION, an Indiana corporation,)
Counter-claimant)

-vs-)

ST. ANTHONY MEDICAL CENTER, INC.;)
ST. ANTHONY HOME, INC.; and)
HOLY FAMILY CHILD CARE)
CENTER, INC.; all Indiana not-for-)
profit corporations,)
Counter-defendants)

FILED

APR 17 1986

FILED

APR 17 1986

Ralph Miller
CLERK, JASPER SUPERIOR COURT
CAUSE NUMBER

CP-84-2-407

SATISFACTION OF JUDGMENT
AND DIRECTION TO CLERK TO ENTER
SATISFACTION UPON HIS RECORDS

Come now CALUMET CONSTRUCTION CORPORATION, an Indiana corporation, by its duly authorized officers, and by counsel, PATRICK GALVIN of GALVIN, GALVIN & LEENEY, and after first being duly sworn upon their oaths, represent to the Clerk of this Court as follows:

(1.) That CALUMET CONSTRUCTION CORPORATION is the owner of a certain

judgment entered in the above-captioned proceedings on October 25, 1985, against ST. ANTHONY MEDICAL CENTER, INC., ST. ANTHONY HOME, INC., and HOLY FAMILY CHILD CARE CENTER.

(2.) That the above-referenced judgment against ST. ANTHONY MEDICAL CENTER, INC., ST. ANTHONY HOME, INC., and HOLY FAMILY CHILD CARE CENTER, INC. has been fully paid and satisfied and such full satisfaction should be reflected on the judgment docket records with respect to said judgment.

(3.) That the Clerk of this Court is expressly authorized by the undersigned to enter a notation upon the judgment docket records of this case indicating that the above-referenced judgment against ST. ANTHONY MEDICAL CENTER, INC., ST. ANTHONY HOME, INC., and HOLY FAMILY CHILD CARE CENTER, INC. is fully released and satisfied.

CALUMET CONSTRUCTION CORPORATION,
an Indiana corporation

BY: *Robert J. ...*

ATTEST: *James A. ...*

GALVIN, GALVIN & LEENEY
Attorneys at Law
5231 Hohman Avenue
Hammond, Indiana 46320

BY: *Patrick Galvin*
Patrick Galvin

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 26 day of March, 1986.

Robert J. ...
Notary Public
Resident of *LaPorte* County

My Commission Expires:
5-5-89

STATE OF INDIANA, JASPER COUNTY, SS:

I, Ralph Mathew, Clerk of Jasper Superior Court

within and for said County and State, do hereby certify that the above and foregoing is a true and

correct, full and complete copy "Minute Entry" and "SATISFACTION OF JUDGMENT AND DIRECTION TO CLERK TO

ENTER SATISFACTION UPON HIS RECORDS" filed on April 17, 1986 in Cause No. CP-84-2-407

and recorded in Plenary Docket Book 2, page 407, in the case of ST. ANTHONY MEDICAL CENTER,

INC.; ET AL, Plaintiffs vs. CALUMET CONSTRUCTION CORPORATION, Defendant,

as the same appears by the original and the record thereof now on file in my office and in my custody.

WITNESS, my hand and the Seal of said Court, at Rensselaer

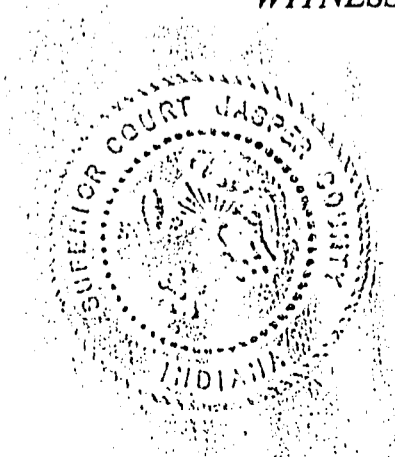
this 5th day of May

A.D. 19 86

Ralph Mathew

CLERK OF THE JASPER SUPERIOR COURT

By: Linda Sue Colbert
Deputy Clerk



ST. ANTHONY MEDICAL CENTER, INC.;
COUNTY OF JASPER) SS:
COUNTY OF JASPER)

IN THE SUPERIOR COURT OF JASPER COUNTY,
SITTING AT RENSSELAER,
JASPER COUNTY, INDIANA

ST. ANTHONY MEDICAL CENTER, INC.;
ST. ANTHONY HOME, INC.; and
HOLY FAMILY CHILD CARE
CENTER, INC.; all Indiana not-for-
profit corporations,
Plaintiffs

-vs-

CALUMET CONSTRUCTION CORPORA-
TION, an Indiana corporation,
Defendants

* * * * *

CALUMET CONSTRUCTION CORPORA-
TION, an Indiana corporation,
Counter-claimant

-vs-

ST. ANTHONY MEDICAL CENTER, INC.;
ST. ANTHONY HOME, INC.; and
HOLY FAMILY CHILD CARE
CENTER, INC.; all Indiana not-for-
profit corporations,
Counter-defendants

FILED

APR 17 1986

SUPERIOR COURT

CAUSE NUMBER

CP-84-2-407

FILED

OCT 25 1985

Ralph M. Miller

CLERK, JASPER SUPERIOR COURT

STIPULATION FOR JUDGMENT

Come now ST. ANTHONY MEDICAL CENTER, INC.; ST. ANTHONY HOME, INC.;
and HOLY FAMILY CHILD CARE CENTER, INC.; all Indiana not-for-profit corporations,
hereinafter collectively referred to as "ST ANTHONY", by their duly authorized officers, and
by their counsel, JAMES T. WALKER of WALKER, FLEMING, CORBIN & GREENBERG, P.C.,
and comes now CALUMET CONSTRUCTION CORPORATION, an Indiana corporation,



hereinafter referred to as "CALUMET", by its duly authorized officers, and by its counsel, PATRICK J. GALVIN of GALVIN, GALVIN & LEENEY, and stipulate and agree to the entry of a final, non-appealable judgment on all issues and claims in this cause as follows:

"THIS AGREEMENT, is entered into by and between ST. ANTHONY MEDICAL CENTER, INC., an Indiana not-for-profit corporation; ST. ANTHONY HOME, INC., an Indiana not-for-profit corporation; and HOLY FAMILY CHILD CARE CENTER, INC., an Indiana not-for-profit corporation (hereinafter collectively referred to as "ST. ANTHONY"), and CALUMET CONSTRUCTION CORPORATION, an Indiana corporation (hereinafter referred to as "CALUMET").

WHEREAS, CALUMET was General Contractor with respect to the Phase II hospital expansion project, the nursing home expansion project, and the child care center expansion and remodeling project, which projects were undertaken pursuant to certain agreements entered into between ST. ANTHONY and CALUMET; and

WHEREAS, during the course of and after the completion of said projects, certain disputes and differences arose between ST. ANTHONY and CALUMET regarding CALUMET'S claim of entitlement to compensation on said projects for additional construction costs and damages in the amount of Ten Million Five Hundred Eighty Thousand Four Hundred Thirty-Seven Dollars and Forty-Five Cents (\$10,580,437.45); and

WHEREAS, the various disputes and differences between ST. ANTHONY and CALUMET were submitted to an arbitration panel of the American Arbitration Association, Inc. which resulted in an award of arbitration in favor of CALUMET, which award ST. ANTHONY attacked by filing a lawsuit against CALUMET presenting the issue of whether the award of arbitration should be vacated; and which lawsuit resulted in the entry of a judgment against ST. ANTHONY on August 27, 1985; and

WHEREAS, while said lawsuit resulted in the entry of a judgment against ST. ANTHONY, both ST. ANTHONY and CALUMET maintain that the judgment entered is

date of this agreement. CALUMET specifically represents to ST. ANTHONY, as an inducement to enter into this agreement, that CALUMET has paid in full all subcontractors and material suppliers who performed work or supplied materials on said projects, with the exception of Advance Mechanical Systems, Inc. and Samar, Inc. With respect to claims of Mechanic's Liens made or filed by Advance Mechanical Systems, Inc. and Samar, Inc., which now appear of record in the Office of the Recorder of Lake County, Indiana, CALUMET shall, not later than simultaneously with ST. ANTHONY'S final payment of all amounts to CALUMET pursuant to item (2.) above, including any interest that may have accrued on the amounts due, cause said claims of Mechanic's Liens to be released of record or by Court order. Provided, however, should CALUMET pay sums to Advance Mechanical Systems, Inc. and/or Samar, Inc., in settlement of said claims, or to satisfy any judgment on said claims, prior to the date of ST. ANTHONY'S final payment of all amounts due CALUMET as aforesaid, CALUMET shall cause said claims of Mechanic's Liens to be released of record and cause the corresponding claims asserted in the proceedings in the Lake Superior Court under Cause Number 584-802 to be dismissed, with prejudice, simultaneously with any such payments to Advance Mechanical Systems, Inc. or Samar, Inc.

(5.) ST. ANTHONY shall forthwith dismiss, with prejudice, its third-party complaint against CALUMET in the case of Hyre Electric Company of Indiana, Inc. v. St. Anthony Medical Center, Inc., pending in the Porter Superior Court under Cause Number 85-PSC-793, and ST. ANTHONY further agrees that it shall make no further claims against CALUMET concerning the matters which are the subject of that suit.

(6.) CALUMET shall execute all necessary Releases of Mechanic's Liens and file same with the Recorder of Lake County, Indiana, to release all lien claims filed by CALUMET against real estate owned by ST. ANTHONY in Lake County, Indiana, and CALUMET shall dismiss, with prejudice, its pending lawsuit to foreclose said liens pending in the Lake Superior Court under Cause Number 584-802, and ST. ANTHONY shall dismiss, with prejudice, its

at the rate of one and one-half per cent (1 1/2%) per month. ST. ANTHONY may pay any amounts due under this item (2.) earlier than the dates scheduled for the various payments; provided, however, that CALUMET shall be given fifteen (15) days prior written notice of any pre-payment.

(3.) ST. ANTHONY shall pay, hold harmless, and indemnify CALUMET from any lawful claim of the American Arbitration Association, Inc. against CALUMET for any and all additional filing fees and/or expenses due from CALUMET to American Arbitration Association, Inc., including but not limited to the additional filing fees claims by the American Arbitration Association, Inc. in their invoice dated November 15, 1984, and letter dated November 27, 1984, in the amount of Twenty-Seven Thousand Seven Hundred Fifty-Nine Dollars and Thirty-Six Cents (\$27,759.36), including indemnification for any reasonable attorney fees incurred by CALUMET in defense of said claim. In this connection, CALUMET assigns to ST. ANTHONY all defenses, offsets, and claims which it may have, now or hereafter, against the American Arbitration Association, Inc. with respect to said claim for additional filing fees. Nothing contained in this item (3.) shall be construed to require ST. ANTHONY to reimburse CALUMET for any payments CALUMET previously made to the American Arbitration Association, Inc. in relation to these proceedings.

(4.) CALUMET shall pay, hold harmless, and indemnify ST. ANTHONY from any and all claims, demands, liens, or suits of any subcontractors or material suppliers of CALUMET, authorized and directed by CALUMET and undertaken pursuant to the contracts between ST. ANTHONY and CALUMET, in connection with the Phase II hospital expansion, nursing home expansion, and child care center expansion and remodeling projects, including indemnification for reasonable attorney fees incurred by ST. ANTHONY in the settlement or defense of any such claim, demand, lien, or suit, whether such claim, demand, lien, or suit is presently asserted or unasserted, known or unknown. Nothing contained in this item (4.) shall be construed to require CALUMET to reimburse ST. ANTHONY for any fees or expenses incurred prior to the

erroneous and subject to modification or other appellate relief should Motions to Correct Errors be filed or appeals pursued; and

WHEREAS, ST. ANTHONY and CALUMET mutually desire to avoid further substantial legal expenses in connection with resolving the disputes and differences between them, and have now reached an agreement which resolves all of said disputes and differences.

NOW, THEREFORE, ST. ANTHONY and CALUMET agree as follows:

(1.) CALUMET agrees that to accept the sum of Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000.00) in full, complete, and final discharge and satisfaction of any and all obligations of ST. ANTHONY to CALUMET, its subcontractors and suppliers, for additional construction costs associated with the Phase II hospital expansion project. CALUMET acknowledges and agrees that ST. ANTHONY has no obligation to pay anything to CALUMET, its subcontractors and suppliers, with respect to the nursing home expansion and the child care center expansion and remodeling projects. The agreed settlement amount shall be paid in conformity with item (2.) below.

(2.) ST. ANTHONY shall pay to CALUMET the sum of Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000.00) in the following manner:

(a.) The sum of Two Million Dollars (\$2,000,000.00), receipt of which is hereby acknowledged by CALUMET, paid in hand on October 1, 1985.

(b.) The sum of One Million Dollars (\$1,000,000.00) to be paid on October 31, 1985.

(c.) The sum of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) in five (5) equal monthly installments of Four Hundred Fifty Thousand Dollars (\$450,000.00) each, with the first installment commencing on November 30, 1985, and with each subsequent installment payable on the last day of the next four (4) months thereafter, with the final payment being March 31, 1986.

The sums payable pursuant to this item (2.) are without interest; provided, however, any installment not paid on its due date shall bear interest from the date such installment was due

counter-claims against CALUMET in that same suit, all not later than simultaneously with ST. ANTHONY'S final payment of all amounts due CALUMET pursuant to item (2.) above, including any interest that may have accrued on the amounts due. CALUMET and ST. ANTHONY mutually agree that the aforementioned Lake Superior Court lawsuit shall remain pending until final payment for the purpose of claim priority only; and it is further agreed that all issues which have been raised or could have been raised between the parties in said Lake Superior Court proceedings have, in fact, been embodied in the arbitration proceedings and the subsequent Jasper Superior Court suit and judgment between ST. ANTHONY and CALUMET.

(7.) ST. ANTHONY and CALUMET, in consideration of the mutual covenants contained herein, do hereby fully release and discharge one another from any and all claims, demands, causes of action, accounts, or damages (whether reduced to judgment or not), which each may now have against the other, whether presently asserted or unasserted, known or unknown, relating to or arising from work performed and materials supplied by CALUMET or conduct of ST. ANTHONY in connection with the Phase II hospital expansion, nursing home expansion, and child care center expansion and remodeling projects.

(8.) ST. ANTHONY and CALUMET agree that they shall forthwith, and prior to October 28, 1985, file with the Jasper Superior Court and present to presiding Judge McGraw, a joint motion under Indiana Trial Rule 59 requesting that the Trial Court amend and modify the judgment entered against ST. ANTHONY in the Jasper County proceedings on August 27, 1985, by substituting for the provisions of that judgment each and every term and condition of this settlement agreement. ST. ANTHONY and CALUMET further agree that upon the Court's modification or alteration of the judgment, in conformity with the joint motion, that neither ST. ANTHONY nor CALUMET shall file any Motions to Correct Errors, or other motions for relief from judgment, with respect to said altered or amended judgment, and that neither ST. ANTHONY nor CALUMET shall attempt to appeal said altered or amended judgment or take any other action to collaterally attack said altered or amended judgment in the same or any

other proceedings. Further, CALUMET shall refrain from taking any action whatsoever to collect or execute upon said altered or amended judgment as long as ST. ANTHONY is meeting its payment obligations under item (2.) above. Further, CALUMET shall, not later than simultaneously with ST. ANTHONY'S final payment of all amounts to CALUMET pursuant to item (2.) above, including any interest that may have accrued on amounts due, cause a full and complete satisfaction of said judgment to be entered upon the records of the Clerk of the Jasper Superior Court, and appropriately recorded in the Lake County, Indiana, judgment docket and real estate records to reflect that the judgment has, in fact, been satisfied.

(9.) That ST. ANTHONY and CALUMET represent that the persons executing this settlement agreement on behalf of the various parties have full and complete authority from the respective corporate parties to do so.

DATED this 25 day of OCTOBER, 1985."

ST. ANTHONY MEDICAL CENTER, INC.,
an Indiana not-for-profit corporation

BY: John C. Douglas, Exec. V.P.

ATTEST: Gunn Naulty, Asst. Sec.

ST. ANTHONY HOME, INC.,
an Indiana not-for-profit corporation

BY: John C. Douglas, Exec. V.P.

ATTEST: Gunn Naulty, Asst. Sec.

HOLY FAMILY CHILD CARE
CENTER, INC.,
an Indiana not-for-profit corporation

BY: John C. Douglas, Exec. V.P.

ATTEST: Gunn Naulty, Asst. Sec.

CALUMET CONSTRUCTION
CORPORATION,
an Indiana corporation

BY: James P. Cray

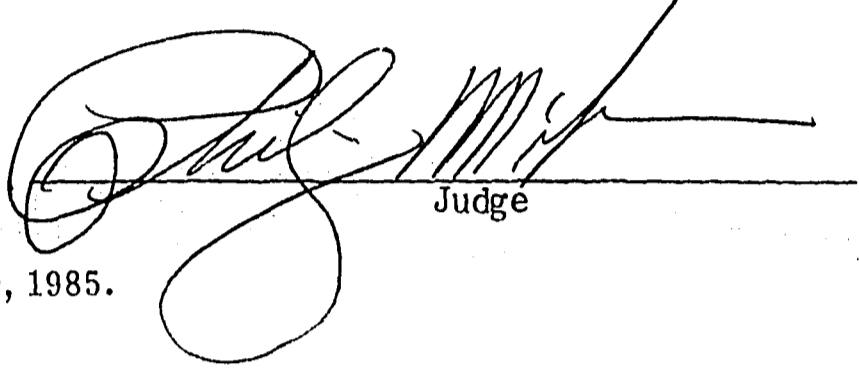
ATTEST: James P. Cray

ORDER AND JUDGMENT

The foregoing Stipulation for Judgment, executed by all parties herein, has been

examined by the Court, and pursuant to Trial Rule 59 the Court now vacates and sets aside its earlier judgment in this cause entered August 27, 1985, and now adopts and enters as its final judgment herein the Stipulation for Judgment executed by all parties, and same is incorporated herein by reference as if fully set forth.

FINAL JUDGMENT ACCORDINGLY.


Judge

DATED this 25 day of October, 1985.

FILED

OCT 25 1985

Ralph Mathew
CLERK, JASPER SUPERIOR COURT