

NO LIEN AGREEMENT

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THIS AGREEMENT, entered into this 20th day of December, 1993, by and between SAINT MARGARET MERCY HEALTHCARE CENTERS, INC. ("Owner") and GIL BEHLING & SON, INC. ("Contractor"), WITNESSETH:

WHEREAS, Owner and Contractor have on this date entered into an agreement (the "Construction Contract") wherein Contractor agreed to construct on a no-lien basis certain improvements on Owner's land located in Hammond, Lake County, Indiana; and

WHEREAS, this Agreement is executed pursuant to the terms and provisions of the Construction Contract and to comply with the requirements of Indiana Code § 32-8-3-1;

NOW, THEREFORE, in consideration of the execution of the Construction Contract, the mutual promises contained in the Construction Contract and in this Agreement, and the payment by Owner to Contractor of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

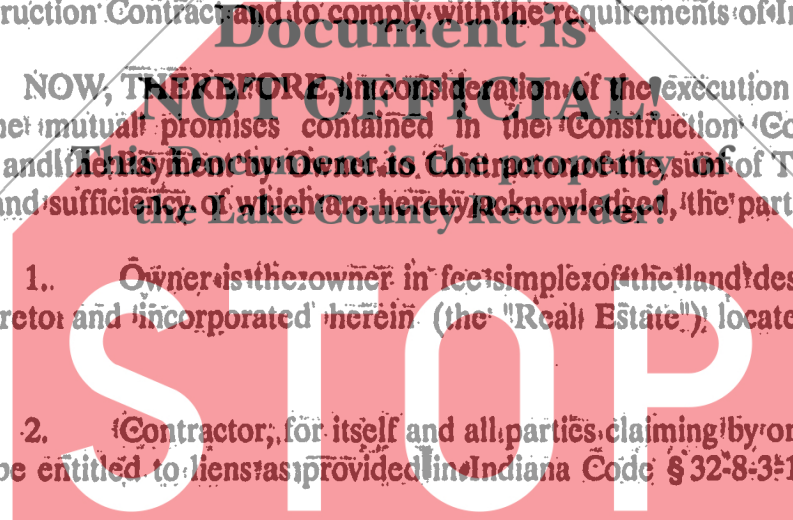
1. Owner is the owner in fee simple of the land described in Exhibit A attached hereto and incorporated herein (the "Real Estate") located in Lake County, Indiana.

2. Contractor, for itself and all parties claiming by or through Contractor who would be entitled to liens as provided in Indiana Code § 32-8-3-1:

(a) Agrees with Owner that no liens shall attach to the Real Estate or to any building or other improvements now existing or to be constructed thereon in favor of a subcontractor, mechanic, journeyman, laborer, materialman, vendor, lessor of equipment, tools or machinery, or any other party who may perform or furnish labor, work, services, material, equipment, tools or machinery, (or any other labor, material, or services which may result in a lien) for the Real Estate and/or construction of a building or other improvements thereon (collectively "Third Parties"); and

(b) Hereby waives all right to or claim of a lien on the Real Estate or any part thereof for such labor, work, services, material, equipment, tools, or machinery, or any other matter which might otherwise support a lien, performed or furnished by Third Parties;

(c) This No-Lien Agreement shall also extend to extras, additions, modifications, or changes to the Construction Contract.



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
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REC'D
CLERK OF COURSE

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3. Owner and Contractor acknowledge the execution simultaneously herewith of the Construction Contract wherein Contractor has agreed to construct improvements on the Real Estate, which work is to be performed pursuant to the Construction Contract and his No-Lien Agreement.

4. This Agreement and the Construction Contract shall be binding on and inure to the benefit of Owner and Contractor and their respective successors and assigns.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed on the date first above written.

OWNER:

CONTRACTOR:

SAINT MARGARET MERCY HEALTHCARE CENTERS, INC. DECUHOART IS SIL BEHLING & SON, INC.

NOT OFFICIAL!

BY: Gene Diamond
President and CEO

BY: Larry G. Behling
President

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STOP

STATE OF INDIANA

SS:

COUNTY OF LAKE

Before me, a Notary Public with and for the State of Indiana, personally appeared SAINT MARGARET MERCY HEALTHCARE CENTERS, INC., the Owner, by Gene Diamond, President and CEO, of the Owner, who acknowledged the execution of the foregoing Agreement, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 20th day of December, 1993.



Christine McLawrence
Notary Public

My Commission Expires: APR 11, 1994
CHRISTINE MCLAWRENCE
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. APR 11, 1994

County of Residence: Lake

STATE OF INDIANA

COUNTY OF LAKE

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Before me, a Notary Public within and for the State of Indiana, personally appeared GIL BEHLING & SON, INC., the Contractor, by Larry G. Behling, President, of the Contractor, who acknowledged the execution of the foregoing Agreement, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 20th day of December, 1993.



Christine A. Secunia

Notary Public

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NOT OFFICIAL!

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County of Residence: Lake



EXHIBIT A

A. LOT 7, THE SOUTH 1/2 FEET OF LOT 9, AND ALL OF LOTS 10 TO 23, BOTH INCLUSIVE, THE EAST AND WEST ALLEY LYING BETWEEN LOT 7 AND LOT 15 AND THE SOUTH HALF OF THE EAST AND WEST ALLEY LYING NORTH OF LOTS 16 THRU 20 BOTH INCLUSIVE AND THE VACATED NORTH AND SOUTH ALLEY LYING BETWEEN LOTS 11 TO 13, BOTH INCLUSIVE AND LOT 14, BLOCK 3, CAROLINE HOHMAN'S ADDITION TO THE TOWN, NOW THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 1, PAGE 42, IN LAKE COUNTY, INDIANA.

B. LOTS 1 TO 30, BOTH INCLUSIVE, AND ALL VACATED ALLEYS ADJACENT TO SAID LOTS AND THE NORTH 1/2 OF VACATED DOUGLASS STREET, BLOCK 4, CAROLINE HOHMAN'S ADDITION TO THE TOWN, NOW CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 1, PAGE 42, IN LAKE COUNTY, INDIANA, EXCEPT THE EAST 2 FEET THEREOF, OF LOTS 1, 2, 3, 28, 29, AND 30, TAKEN FOR THE WIDENING OF HOHMAN AVENUE.

C. LOTS 1 TO 30, BOTH INCLUSIVE, AND ALL VACATED ALLEYS ADJACENT TO SAID LOTS AND THE SOUTH 1/2 OF VACATED DOUGLASS STREET, BLOCK 5, CAROLINE HOHMAN'S ADDITION TO THE TOWN, NOW CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 1, PAGE 42, IN LAKE COUNTY, INDIANA, EXCEPT THE EAST 2 FEET OF LOTS 1, 2, 3, 28, 29, AND 30, TAKEN FOR THE WIDENING OF HOHMAN AVENUE.

D. PART OF LOT 18, BLOCK 1, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 25 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 18; THENCE WEST ALONG THE SOUTH LINE OF EDGEN STREET 40.5 FEET; THENCE SOUTH 124 FEET TO A POINT 65 FEET WEST OF THE SOUTHEAST CORNER; THENCE EAST 41.95 FEET; THENCE NORTH 124 FEET TO THE PLACE OF BEGINNING, TOWLE AND YOUNG'S 2ND ADDITION, TO THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 2, PAGE 8, IN LAKE COUNTY, INDIANA.

AND ALSO

THE EAST 25 FEET OF LOT 18, ALL OF LOTS 19 TO 24, BOTH INCLUSIVE, LOTS 26 TO 29, BOTH INCLUSIVE, LOTS 1 AND 2, THE SOUTH 1/2 OF LOT 3, AND ALL OF LOTS 4 AND 5, BLOCK 1, TOWLE AND YOUNG'S 2ND ADDITION TO THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 2, PAGE 8, IN LAKE COUNTY, INDIANA, EXCEPT THE EAST 2 FEET THEREOF OF LOTS 1, 2, THE SOUTH 1/2 OF LOT 3, AND ALL OF LOTS 4 AND 5, TAKEN FOR THE WIDENING OF HOHMAN AVENUE.

E. LOTS 1 TO 7, BOTH INCLUSIVE, AND THE EAST 5 FEET OF LOT 8, BLOCK 2, TOWLE AND YOUNG'S 2ND ADDITION, TO THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 2, PAGE 8, IN LAKE COUNTY, INDIANA, EXCEPT THE EAST 2 FEET THEREOF OF LOTS 1 TO 5, BOTH INCLUSIVE, TAKEN FOR THE WIDENING OF HOHMAN AVENUE.

F. THE NORTH 1/2 OF LOT 2, ALL OF LOTS 3 AND 4, AND THE SOUTH 1/2 OF LOT 5, BLOCK 3, TOWLE AND YOUNG'S ADDITION TO HAMMOND, AS SHOWN IN PLAT BOOK 1, PAGE 58, IN LAKE COUNTY, INDIANA, EXCEPT THE WEST 20 FEET THEREOF TAKEN FOR THE WIDENING OF HOHMAN AVENUE.

G. LOTS 1 TO 5, BOTH INCLUSIVE, BLOCK 4, TOWLE AND YOUNG'S ADDITION TO HAMMOND, AS SHOWN IN PLAT BOOK 1, PAGE 58, IN LAKE COUNTY, INDIANA, EXCEPT THE WEST 20 FEET THEREOF, TAKEN FOR THE WIDENING OF HOHMAN AVENUE.

H. LOTS 1 TO 6, BOTH INCLUSIVE, THE WEST 1/2 OF LOT 49, AND ALL OF LOTS 50, 51, AND 52, BLOCK 5, MARBLE'S SUBDIVISION OF BLOCK 5, TOWLE AND YOUNG'S ADDITION TO HAMMOND, AS SHOWN IN PLAT BOOK 2, PAGE 4, IN LAKE COUNTY INDIANA, EXCEPT THE WEST 20 FEET THEREOF OF LOTS 1 TO 6, BOTH INCLUSIVE TAKEN FOR HOHMAN AVENUE.

J. LOTS 1 AND 2, AND ALL OF LOTS 39 TO 43, BOTH INCLUSIVE, BLOCK 2, TOWLE AND YOUNG'S ADDITION, IN THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 1, PAGE 58, IN LAKE COUNTY, INDIANA, EXCEPT THE WEST 20 FEET THEREOF, OF LOTS 1 AND 2, TAKEN FOR THE WIDENING OF HOHMAN AVENUE.