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STATE OF INDIANA  
LAKE COUNTY  
FILED  
Closing Affidavit

State of Indiana )  
County of Lake ) 99086103

99 OCT 20 AM 8:59 OCT 19 1999

MORRIS W. CARTER RECORDER  
PETER BENJAMIN LAKE COUNTY AUDITOR

The undersigned, on behalf of St. Catherine Hospital, Inc., Grantor of a deed dated September 21, 1999 conveying real estate to JAMES R. DYE ("Grantee") warrants and represents and, being sworn according to law, deposes and says:

1. Grantor St. Catherine Hospital, Inc. was formerly known as Lakeshore Health System, Inc. In Articles of Amendment approved by the Indiana Secretary of State, the name of the corporation known as "Lakeshore Health System, Inc." was changed to "St. Catherine Hospital, Inc." A true and exact copy of said Articles of Amendment is attached hereto and incorporated herein as Exhibit A.
2. The undersigned, on behalf of St. Catherine Hospital, Inc., executed the Deed conveying the following-described real estate ("Real Estate") located in Lake County, Indiana, to-wit:

Part of the East 1/2 of the West 2/3 of the West 1/2 of the Southeast 1/4 of Section 23, Township 36 North, Range 9 West of the 2nd Principal Meridian, Lake County, Indiana, being more particular described as follows: Commencing at a point 220.72 feet West of the Southeast corner of said East 1/2 of the West 2/3 of the West 1/2 of the Southeast 1/4 of Section 23, thence North a distance of 560.9 feet; thence West, a distance of 43.0 feet; thence North a distance of 298 feet; thence East, a distance of 43.0 feet; thence North a distance of 430.0 feet, more or less, to the South right-of-way line of 35th Avenue, said point also being the Point of Beginning; thence continuing North along the last described line a distance of 778.03 feet, more or less; thence East, a distance of 220.72 feet to a point on the West line of Happy Homes Addition to the Town of Griffith, as recorded in Plat Book 24, page 82, in the Office of the Recorder of Lake County, Indiana; said West line also being the East line of the East 1/2 of the West 2/3 of the West 1/2 of said Section 23; thence North along the West line of said Happy Homes Addition, a distance of 589.0 feet to the North line of the Southeast 1/4 of said Section 23; thence West along the North line of the Southeast 1/4 of said Section 23; thence West along the North line of the Southeast 1/4 of said Section 23, a distance of 442.2 feet to the Northeast corner of Westfield Estates Unit 2, to the Town of Griffith, as recorded in Plat Book 86, page 31, in the Office of the Recorder of Lake County, Indiana; thence South along the East line of said Westfield Estates Unit 2, and also the East line of Westfield Estates Unit 1, to the Town of Griffith, as recorded in Plat Book 80, page 74, in the Office of the Recorder of Lake County, Indiana, said East line also being the West line of the East 1/2 of the West 2/3 of the West 1/2 of said Section 23, a distance of 1369.75 feet, more or less, to a point on the South right-of-way line of said 35th Avenue; thence East, along said South right-of-way line, a distance of 220.72 feet, more or less, to the point of beginning, all in the Town of Griffith, Lake County, Indiana.

Subject to all roadways, easements, liens, encumbrances and restrictions of records and taxes .

Key #26-005-0077

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Return to: Galvin, Galvin & Leary  
ATTN: PATT Galvin  
5231 Hammond ave.  
Hammond, IN 46320-1741

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c.p.  
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3. Grantor is an entity which has authorized execution of this affidavit by the undersigned. Grantor is not a foreign corporation, foreign partnership, foreign trust, foreign estate, foreign limited liability company, or nonresident alien individual (as those terms are defined in the Internal Revenue Code. Grantor's U.S. taxpayer identifying number ("Tax ID Number"), and business address are as stated below.
4. Grantor has furnished Grantee a commitment for an owner's policy of title insurance issued by Ticor Title Insurance Company under date of June 3, 1999, Commitment No.099204919 ("Title Evidence"). The Title Evidence discloses as of its date, the true condition of title to the Real Estate.
5. At the date of delivery of the Deed, Grantor has marketable title in fee simple to the Real Estate; and the Real Estate is free and clear of all charges, liens, encumbrances, or leases of every kind or description, except those shown in the Title Evidence, easements (visible or of record), and matters affecting the Real Estate disclosed in the Deed.
6. Except as disclosed in the Title Evidence, Grantor has not executed, or permitted anyone to execute on Grantor's behalf: (a) any deed (*except to Grantee*), mortgage, lien, security agreement, financing statement, or other instrument affecting title to the Real Estate or to any fixtures attached to it; (b) a contract to sell all or any part of the Real Estate to any person (*except to Grantee or assignor of Grantee*); (c) an option to purchase all or any part of the Real Estate enforceable or exercisable now or at any time in the future; or (d) any appeal bond or recognizance which is, or might become, a lien upon the Real Estate, whether Grantor is principal or surety thereon.
7. Except as disclosed in the Title Evidence, Grantor is not a party to any action, suit or other proceeding, whether at law or in equity, in which a judgment or an order has been, or could be, given or entered resulting in creation of a lien upon the Real Estate, or affecting the conveyance of the Real Estate to Grantee free and clear of all charges, liens and encumbrances.
8. Since the date Grantor acquired title to the Real Estate, Grantor has not been or become party to any bankruptcy proceeding.
9. Grantor now has possession of the Real Estate, and no other person has a right to possession, or claims possession, of all or any part of the Real Estate.
10. There are no unpaid bills for labor or materials which have been ordered, authorized, or furnished for the Real Estate, or which might operate to create a charge, lien or encumbrance against the Real Estate.
11. All utility bills, association dues, assessments for public improvements or services which have ben or are being constructed, or other charges, the nonpayment of which could result

in creation of a lien against the Real Estate, have been paid, or provision for their payment has been made.

12. This Affidavit is to induce Grantee, title companies, lenders, and closing agents to rely upon the foregoing representations and is solely for the benefit of them and their successors in interest.

ST. CATHERINE HOSPITAL, INC.

Tax ID Number: 351738708

("Seller")

**Document is NOT OFFICIAL!**  
This Document is the property of  
Lake County Recorder!

By: *JoAnn Birdzell*

JoAnn Birdzell, Chief Executive Officer

4321 Fir Street

East Chicago, Indiana 46312

Before me, a Notary Public in and for said County and State personally appeared JoAnn Birdzell who acknowledged the execution of the foregoing Closing Affidavit and Representations, and who, having been duly sworn, stated that the facts and matters set forth in it are true and correct.

Witness my hand and Notarial Seal this 21 day of September, 1999.

*Kelley L. Smith*

Notary Public

Commission Expires: 3/29/2007

Resident of Lake County/IN

This Instrument was prepared by  
Law Offices of James E. Daugherty, Attorneys at Law,  
8550 Broadway, Merrillville, Indiana 46410

STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE

ARTICLES OF AMENDMENT

To Whom These Presents Come, Greeting:

WHEREAS, there has been presented to me at this office, Articles of Amendment for:

LAKESHORE HEALTH SYSTEM INCORPORATED

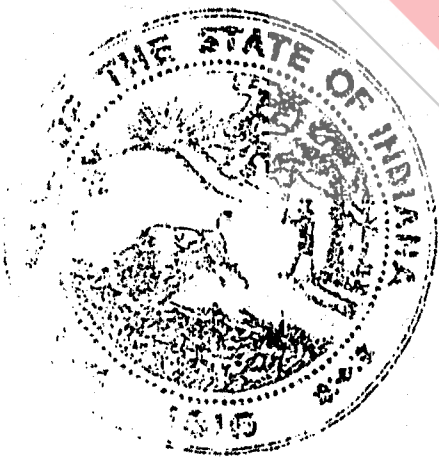
and said Articles of Amendment have been prepared and signed in accordance with the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended.

The name of the corporation is amended as follows:

ST. CATHERINE HOSPITAL, INC.

NOW, THEREFORE, I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that I have this day filed said articles in this office.

The effective date of these Articles of Amendment is August 20, 1997.



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Twentieth day of August, 1997.

*Sue Anne Gilroy*  
SUE ANNE GILROY, Secretary of State

*AL*  
Deputy



ARTICLE II - Manner of Adoption and Vote

SECTION 1: Action by Board of Directors

The Board of Directors duly adopted a resolution proposing to amend the Article(s) of Incorporation: (select one)

- At a meeting held on December 13, 19 96, at which a quorum of such Board was present.
- By written consent executed on \_\_\_\_\_, 19 \_\_\_\_\_, and signed by all members of such Board.

SECTION 2: Action by members

IF APPROVAL OF MEMBERS WAS NOT REQUIRED:

- The Amendment(s) were approved by a sufficient vote of the Board of Directors or incorporators and approval of members was not required.
  - Yes  No
- The Amendment(s) were approved by a person other than the members, and that approval pursuant to Indiana Code 23-17-17-1 was obtained.
  - Yes  No

IF APPROVAL OF MEMBERS WAS REQUIRED:

	TOTAL	MEMBERS OR DELEGATES ENTITLED TO VOTE AS A CLASS		
		1	2	3
MEMBERS OR DELEGATES ENTITLED TO VOTE	1	1		
MEMBERS OR DELEGATES VOTED IN FAVOR	1	1		
MEMBERS OR DELEGATES VOTED AGAINST	0	0		

The manner of the adoption of the Articles of Amendment and the vote by which they were adopted constitute full legal compliance with the provisions of the Act, the Articles of Incorporation, and the By-Laws of the Corporation.

I hereby verify, subject to penalties of perjury, that the facts contained herein are true.

Signature of current Officer

*Mark Rogers*

Printed name of Officer

Mark Rogers

Title of Officer

Chief Operating Officer/Chief Financial Officer