

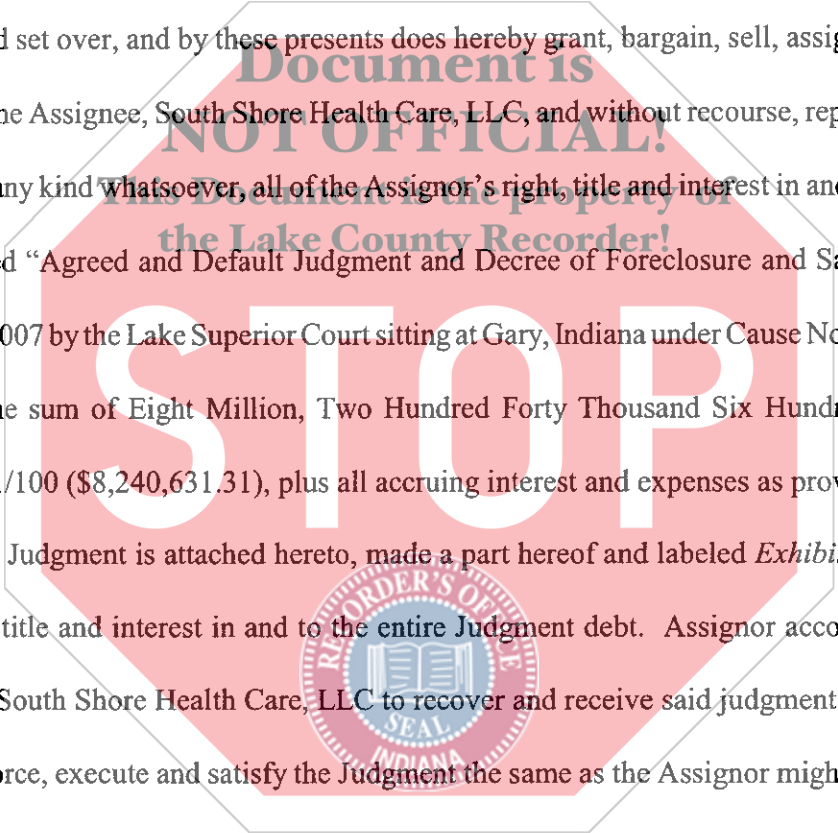
21

2008 041275

SUPERIOR COURT
LAKE COUNTY, INDIANA
FILED FOR RECORD
2008 JUN -5 AM 11:40
MICHAEL A. DOWD
RECORDER

ASSIGNMENT OF JUDGMENT

Bank of Oklahoma, N.A., a National Banking Association, as Successor Trustee acting on behalf of and for the benefit of the holders of the Economic Development Revenue Bonds (Gericare, Inc. Project) Series 1987A and The Taxable Economic Development Revenue Bonds (Gericare, Inc. Project) Series 1987B, (the "Assignor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to it by South Shore Health Care, LLC (the "Assignee"), the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does hereby grant, bargain, sell, assign, transfer and set over unto the Assignee, South Shore Health Care, LLC, and without recourse, representations or warranties of any kind whatsoever, all of the Assignor's right, title and interest in and to that certain Judgment titled "Agreed and Default Judgment and Decree of Foreclosure and Sale" entered on December 7, 2007 by the Lake Superior Court sitting at Gary, Indiana under Cause No. 45D04-0707-MF-351, in the sum of Eight Million, Two Hundred Forty Thousand Six Hundred Thirty-One Dollars and 31/100 (\$8,240,631.31), plus all accruing interest and expenses as provided therein, a copy of which Judgment is attached hereto, made a part hereof and labeled *Exhibit "A"*, together with all right, title and interest in and to the entire Judgment debt. Assignor accordingly hereby appoints said South Shore Health Care, LLC to recover and receive said judgment amount and to foreclose, enforce, execute and satisfy the Judgment the same as the Assignor might or could have done were this Assignment not executed, in Assignee's own name and/or in the name of the Assignor but for the use and benefit of the Assignee herein. This assignment, authorization and



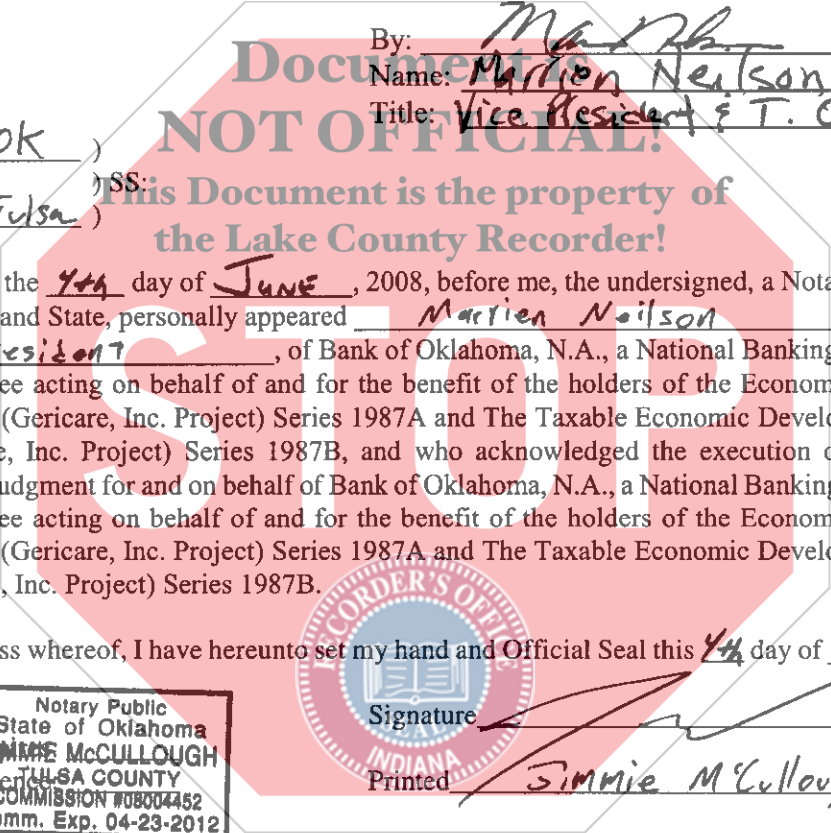
✓ # 38693
52⁰⁰
RB

appointment includes Assignee credit bidding said Judgment amount at Sheriff's Sales held for the parcels of real estate foreclosed by the Judgment as well as to recover any deficiency due after Sheriff Sale.

IN WITNESS WHEREOF, the undersigned authorized representative of Assignor has executed this Assignment on the 4th day of June, 2008.

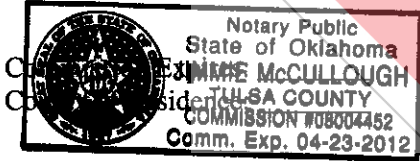
Bank of Oklahoma, N.A., a National Banking Association, as Successor Trustee acting on behalf of and for the benefit of the holders of the Economic Development Revenue Bonds (Gericare, Inc. Project) Series 1987A and The Taxable Economic Development Revenue Bonds (Gericare, Inc. Project) Series 1987B

By: Martien Neilson
Name: Martien Neilson
Title: Vice President & T. O.
STATE OF OK
COUNTY OF Tulsa



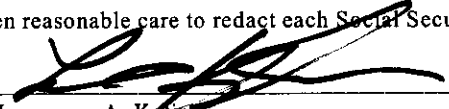
On this, the 4th day of JUNE, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Martien Neilson, as Vice President, of Bank of Oklahoma, N.A., a National Banking Association, as Successor Trustee acting on behalf of and for the benefit of the holders of the Economic Development Revenue Bonds (Gericare, Inc. Project) Series 1987A and The Taxable Economic Development Revenue Bonds (Gericare, Inc. Project) Series 1987B, and who acknowledged the execution of the foregoing Assignment of Judgment for and on behalf of Bank of Oklahoma, N.A., a National Banking Association, as Successor Trustee acting on behalf of and for the benefit of the holders of the Economic Development Revenue Bonds (Gericare, Inc. Project) Series 1987A and The Taxable Economic Development Revenue Bonds (Gericare, Inc. Project) Series 1987B.

In witness whereof, I have hereunto set my hand and Official Seal this 4th day of June, 2008.



Signature: [Handwritten Signature]
Printed: Jimmie McCullough

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.



Lawrence A. Kalina

↓
This instrument prepared by Lawrence A. Kalina, #5058-45, Spangler, Jennings & Dougherty, P.C., Attorney at Law, 8396 Mississippi Street, Merrillville, Indiana, 46410, (219) 769-2323.



STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

IN THE LAKE SUPERIOR COURT NO. 4
SITTING IN GARY, INDIANA

BANK OF OKLAHOMA, N.A., a)
National Banking Association, as Successor)
Trustee acting on behalf of and for the)
benefit of the holders of the Economic)
Development Revenue Bonds (Gericare, Inc.))
Project) Series 1987A and The Taxable)
Economic Development Revenue Bonds)
(Gericare, Inc. Project) Series 1987B)

Plaintiff,

vs.

WESTSIDE HEALTH CARE GROUP,)
INC., a Georgia Corporation; T II, LLC,)
an Indiana Limited Liability Company,)
STATE OF INDIANA (Department of)
Revenue)

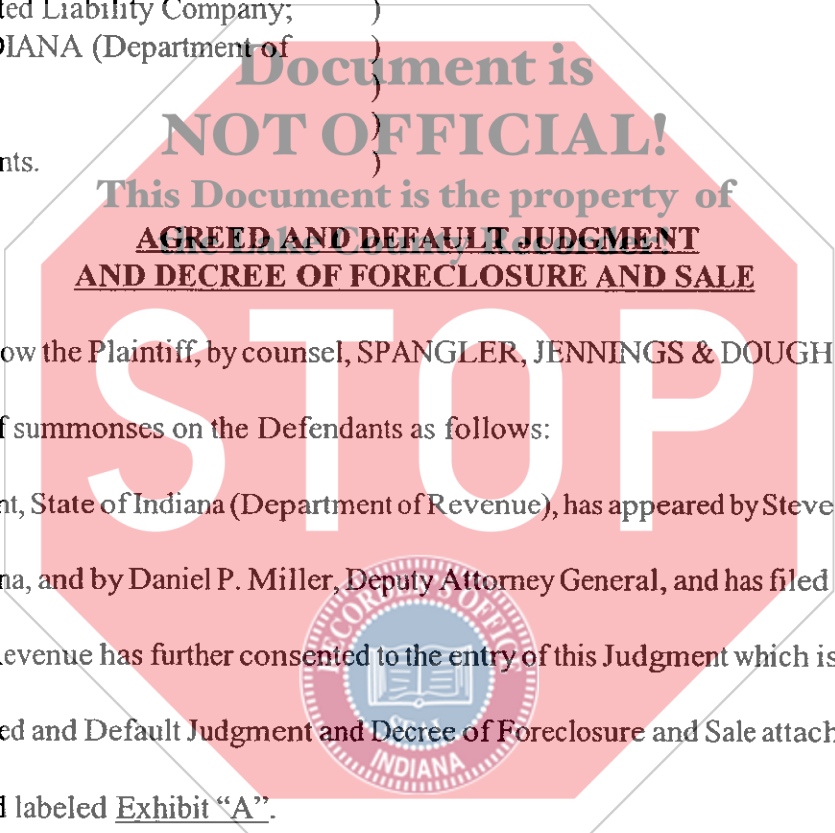
Defendants.

FILED IN OPEN COURT

DEC - 7 2007

Arnold M. Aronoff
JUDGE
SUPERIOR COURT OF LAKE COUNTY

CAUSE NO. 45D04-0707-MF-351



Comes now the Plaintiff, by counsel, SPANGLER, JENNINGS & DOUGHERTY, P.C. and shows service of summonses on the Defendants as follows:

Defendant, State of Indiana (Department of Revenue), has appeared by Steve Carter, Attorney General of Indiana, and by Daniel P. Miller, Deputy Attorney General, and has filed its Answer. The Department of Revenue has further consented to the entry of this Judgment which is reflected by the Consent to Agreed and Default Judgment and Decree of Foreclosure and Sale attached hereto, made a part hereof and labeled Exhibit "A".

Defendant, T II, LLC, an Indiana Limited Liability Company, was named in paragraph 17, Count I of Plaintiff's Complaint to answer as to any right, title or interest it may claim pursuant to

a certain Judgment rendered under Case No. 49D07-0404-CC-809 against Westside Health Care Group, Inc. in the sum of \$35,692.61, plus interest, costs and attorneys fees, and which Judgment was filed on October 12, 2004, in the Office of Clerk of Lake County, Indiana. Said Defendant, T II, LLC, has appeared by Attorney George Rubin of RUBIN & LEVIN, P.C. and has filed a Disclaimer of any Interest and Motion to Dismiss on November 21, 2007, a copy of which is attached hereto , made a part hereof and labeled Exhibit "B", wherein said Defendant disclaims any right, title or interest in the subject mortgaged and personal property and requests to be dismissed from this action. T II, LLC further on November 7, 2007, filed its Satisfaction of said Judgment, a copy of which is attached hereto, made a part hereof, and labeled Exhibit "C".

Defendant, Westside Health Care Group, Inc. ("Borrower"), having been served by certified mail on August 1, 2007, has failed to appear or answer herein are audibly called in open Court and come not, but herein wholly make default.

Plaintiff moves this Court to enter an agreed judgment against Defendant, State of Indiana (Department of Revenue), a finding and judgment that T II, LLC has no right, title or interest in and to the mortgaged property, personal property, and fixtures, and a default judgment against Defendant, Westside Health Care Group, Inc. Motions granted.

The Court, accordingly finds that T II, LLC has no right, title or interest in and to the mortgaged property, personal property and fixtures and further finds that all the allegations contained in the Plaintiff's Complaint are true and finds for the Plaintiff thereon and against the Defendants on said allegations of Plaintiff's Complaint, and more specifically finds:

1. Plaintiff Bank of Oklahoma, N.A. ("BOK" or "Successor Trustee") is a National Banking Association acting as Successor Trustee on behalf of and for the benefit of the holders of certain the Economic Development Revenue Bonds (Gericare, Inc. Project) Series 1987A in the

aggregate principal amount of \$5,985,000 and The Taxable Economic Development Revenue Bonds (Gericare, Inc. Project) Series 1987B in the aggregate principal amount of \$410,000.

2. Defendant Borrower is a Georgia corporation organized and existing under the laws of the State of Georgia. Defendant Borrower is the successor in interest to Gericare, Inc. by virtue of a certain Assignment and Assumption Agreement dated July 29, 1994 from Gericare, Inc., a Delaware non-profit corporation. A true and correct copy of said Assignment and Assumption Agreement is attached to Plaintiff's Complaint and labeled Exhibit "A".

3. Personal jurisdiction is proper in this Court as this action involves foreclosure of a mortgage on certain real property located in Lake County, Indiana, as well as foreclosure of a security interest in personal property located in Lake County, Indiana.

4. Venue is appropriate in this Court as the causes of action alleged herein accrued in Lake County, Indiana and the property in litigation is located there.

5. On or about October 1, 1987, the City of Gary, Indiana (the "Issuer") issued certain Economic Development Revenue Bonds (Gericare, Inc. Project) Series 1987A in the aggregate principal amount of \$5,985,000. and Taxable Economic Development Revenue Bonds (Gericare, Inc. Project) Series 1987B in the aggregate principal amount of \$410,000. (collectively the "Bonds"). The proceeds from the sale of the Bonds were to be used by Borrower to acquire, renovate, and equip certain real estate with a 214 bed nursing home located thereon (the "Project" or "Mortgaged Property").

6. On or about October 1, 1987, Borrower and the Issuer entered into a Loan Agreement whereby the Issuer agreed to loan the funds generated from issuance of the bonds to the Borrower (the "Loan Agreement"). In connection with the execution of the Loan Agreement, the Borrower executed and delivered to the Issuer that certain Series 1987A Promissory Note in the principal

amount of \$5,985,000. and that certain Series 1987B Promissory Note in the principal amount of \$410,000. (collectively the "Notes"). True and correct copies of the Loan Agreement, with the attached Notes, are attached to Plaintiff's Complaint as Exhibits "B", "C" and "D".

7. The funds loaned to the Borrower under the Loan Agreement and the Notes were secured by that certain Mortgage, Security Agreement, and Financing Statement dated as of October 1, 1987 (the "Mortgage"), from Borrower to the Issuer, recorded on November 20, 1987, as Document Number 950972, in the Office of the Clerk of Lake County, Indiana granting a first lien on the Project to the Issuer. A true and correct copy of the Mortgage is attached to Plaintiff's Complaint as Exhibit "E".

8. The legal description to the Mortgaged Property is fully set forth on Exhibit "A" to the Mortgage and consists of the following:

Lots 4 to 20, both inclusive, in Block 115, in Gary Land Company's First Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 6 page 15, in the Office of the Recorder of Lake County, Indiana, commonly known as 353 Tyler Street, Gary, Indiana 46402; 365-67 Tyler Street, Gary, Indiana 46402; 361 Tyler Street, Gary, Indiana 46402; 357 Tyler Street, Gary, Indiana 46402; 347 Tyler Street, Gary, Indiana 46402; and 301 Tyler Street, Gary, Indiana 46402.

9. The Mortgage provides the Successor Trustee with a security interest in the personal property and fixtures and other collateral described therein and on Exhibit "B" attached thereto, and creates a security interest for the benefit of the Successor Trustee on said property as set forth in the Mortgage which is described on Exhibit "E" to Plaintiff's Complaint as well as all existing, after acquired and arising replacement, betterments and improvements, additions or substitutions, personal property located on the mortgaged property.

10. In connection with the execution of the Mortgage, plaintiff properly perfected its security interest by, among other things, filing Financing Statements with the Secretary of State for the State of Indiana and in the public records of Lake County, Indiana. Copies of said Financing Statements are

attached to Plaintiff's Complaint as Group Exhibit "H".

11. Pursuant to that certain Indenture of Trust dated October 1, 1987 (the "Indenture") Gainer Bank, N.A., in its capacity as Trustee, was assigned all rights of the Issuer in and to the Loan Agreement, the Mortgage, and funds payable pursuant to the Loan Agreement as well as all revenues, funds, investments and accounts of the Issuer held under said documents. A true and correct copy of the Indenture is attached to Plaintiff's Complaint as Exhibit "F". BOK, as the duly appointed and acting Successor Trustee under the Indenture is the proper party to bring this action to enforce the Loan Agreement and the Mortgage. A true and correct copy of the Assignment evidencing BOK's acceptance as Successor Trustee is attached to Plaintiff's Complaint as Exhibit "G".

12. The Borrower, Westside Health Care Group, Inc., has failed to comply with its obligations under the Indenture, the Loan Agreement, Notes, and the Mortgage including but not limited to said Borrower failing and refusing to timely pay the indebtedness evidenced thereby in accordance with the terms and conditions therein including to pay required monthly payments. Accordingly, the Borrower, Westside Health Care Group, Inc., is in default and said defaults are continuing.

13. Article VIII, Section 8.4 of the Indenture provides that upon the occurrence of an Event of Default, a majority in the aggregate principal amount of the Bonds then outstanding shall have the right to direct the Trustee regarding the method and place of all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture.

14. All conditions precedent to Borrower's obligations to pay the Trustee, on behalf of the bondholders, the indebtedness due and payable on the Bonds and under the Indenture and the Mortgage, and to the Successor Trustee's right to bring this action have been performed, have occurred, or have otherwise been waived by Borrower's conduct.

15. BOK, as Successor Trustee, on behalf of the bondholders, has found it necessary to employ and retain the services of legal counsel in connection with the collection of indebtedness owed by Borrower and Successor Trustee has agreed to pay its attorneys a reasonable fee for services rendered. Under the terms of the Loan Agreement, Notes, and the Mortgage, Borrower has agreed to pay and is liable for all such fees and costs incurred by the Successor Trustee.

And the Court, having heard the evidence and being duly advised in the premises, finds for the plaintiff against defendant, Westside Health Care Group, Inc., on the allegations of Plaintiff's Complaint, and that the prayer thereof should be granted, and that there is due Plaintiff from Defendant, Westside Health Care Group, Inc., on the Bonds, Notes, Loan Agreement, Mortgage, and Security Agreement sued upon, the total sum of Eight Million, Two Hundred Forty Thousand, Six Hundred Thirty-One Dollars and $31/100$ (\$8,240,631.31), which includes principal of \$5,320,000.00, interest of \$2,879,883.31 as of December 7, 2007, plus per diem interest at the rate of \$1,699.44 from December 7, 2007 to the date of Judgment, title insurance charges of \$585.00, and reasonable attorneys fees of \$40,000.00 including the costs of this action.

That in addition to the foregoing, the Plaintiff is entitled to interest at the rate of eight per cent (8%) per annum to the date of satisfaction of its Judgment and any other sums necessarily expended in payment of title and/or abstracting fees, real estate taxes, insurance, necessary repairs, maintenance, and prevention of waste with respect to the subject real estate and improvement as well as the personal property herein mentioned until the date of satisfaction by foreclosure sale or payment of this Judgment in full, which amount Plaintiff is entitled to recover, with the costs of this action; all without relief from valuation or appraisal laws.

The Court finds that said sums of money are secured to the plaintiff by the Mortgage sued upon and sought to be foreclosed by plaintiff's Complaint; that said Mortgage is dated October 1,

1987, and was duly recorded on November 20, 1987, as Document No. 950972, of the mortgage records of Lake County, State of Indiana; that the mortgage of plaintiff is a valid and subsistent first lien upon and against the mortgaged property therein described, same being the property hereafter described and that plaintiff's mortgage lien is superior and paramount to any and all rights, titles, interest, and claims of the other parties in this action in or to said mortgaged property and all those claiming by, through or under the other parties to this action; that under and by virtue of the terms and conditions of plaintiff's Bonds, Notes, Loan Agreement, Security Agreement and Mortgage instruments, a default has occurred therein and in the indebtedness evidenced and secured thereby and that the plaintiff is entitled to have its said Mortgage foreclosed as against each and all of the defendants in this cause and to have the hereinafter described mortgaged property and all rights, titles, interest and claims of the defendants, Westside Health Care Group, Inc., a Georgia Corporation, State of Indiana (Department of Revenue), T II, LLC, an Indiana Limited Company, and of all persons claiming from, under or through them, or either of them, in or to said mortgaged property foreclosed and sold, and to have said mortgaged property sold, to make, pay, and satisfy the amounts of money found and adjudged due the plaintiff upon its Bonds, Loan Agreement, Notes, Mortgage, and Security Agreement instruments sued upon.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. The plaintiff is hereby granted a judgment in the total sum of \$8,240,631.31 against defendant, Westside Health Care Group, Inc., computed as follows:

Principal:	\$ <u>5,320,000.00</u>
Interest as of 12/7/07 plus \$1,699.44 thereafter until judgment	\$ <u>2,879,883.31</u>
Title Insurance and/or Abstracting Fees:	\$ <u>585.00</u>

Attorney fees:	\$ <u>40,000.00</u>
Court Costs:	\$ <u>163.00</u>
TOTAL	\$ <u>8,240,631.31</u>

including all costs and accruing costs of this action, including the costs of the sale herein ordered, plus whatever amounts plaintiff may have to pay for insurance, utilities, publication fees, Sheriff fees, maintenance and prevention of waste with respect to the real estate and improvements as well as the personal property herein mentioned to be paid to satisfy outstanding real estate tax indebtedness and/or municipal or government liens, prior to Sheriff's Sale, and such judgment shall bear interest at the rate of eight per cent (8%) per annum, from this date, all without relief from valuation and appraisal laws.

2. That plaintiff's said mortgage lien be, and it is hereby, foreclosed as against all the defendants in this cause; that the equity of redemption of the defendants, Westside Health Care Group, Inc., a Georgia Corporation, State of Indiana (Department of Revenue), T II LLC, and of any and all persons claiming from, under or through them, or either of them in or to the real estate mortgaged property in plaintiff's Complaint described, to-wit:

Lots 4 to 20, both inclusive, in Block 115, in Gary Land Company's First Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 6 page 15, in the Office of the Recorder of Lake County, Indiana, commonly known as 353 Tyler Street, Gary, Indiana 46402; 365-67 Tyler Street, Gary, Indiana 46402; 361 Tyler Street, Gary, Indiana 46402; 357 Tyler Street, Gary, Indiana 46402; 347 Tyler Street, Gary, Indiana 46402; and 301 Tyler Street, Gary, Indiana 46402,

be and the same are hereby forever barred and foreclosed, and that said real estate mortgaged property and all rights, titles and interest, and claims of the said defendants, and of each of them, in or to said real estate mortgaged property shall be sold by the Sheriff of Lake County as required and

provided by law in such cases; and such sale shall be made without any relief from valuation and appraisal laws; and that after Sheriff's Sale of the above-described real estate in this action, there shall be no rights of redemption in or to said real estate surviving to any of the parties herein.

3. That plaintiff is hereby empowered and entitled to credit bid for the real estate and improvements as well as said personal property and fixtures with the indebtedness due to the Plaintiff under this Judgment, namely the \$8,240,631.31, as indicated above, and said amount to be allocated by Plaintiff, in its credit bidding to the mortgaged real estate and personal property as Plaintiff determines up to the total amount of said judgment at any Sheriff's Sale of the within described real estate and personal property, and said Judgment amount is superior to the claims of any defendants or third parties.

**Foreclosure of Security Interest in Personal Property and Fixtures
(Count II Plaintiff's Complaint)**

The Court further finds that the sums of money owed to Plaintiff are secured to the Plaintiff by certain personal property and fixtures, more particularly described as follows:

"See Attached Group Exhibit D"

as well as all existing, after acquired and arising replacement, betterments and improvements, additions and substitutions, personal property located on the mortgage property, (hereinafter the "Personal Property" and "Fixtures"). The Court finds that plaintiff has a valid and properly perfected security interest in the said Personal Property and Fixtures, and that Plaintiff's lien in and to the said Personal Property and Fixtures is a valid and subsisting first lien upon and against the above-described Personal Property and Fixtures, and that plaintiff's lien as to the said Personal Property and Fixtures is superior and paramount to any and all rights, titles, interests and claims of the defendants named in this action and in or to the said Personal Property and Fixtures. That under and

by virtue of the terms and conditions of Plaintiff's Bonds, Loan Agreement, Note and Security Agreement, a default has occurred therein in the indebtedness evidenced and secured thereby, and the plaintiff is entitled to have its lien and security interest in the above-described Personal Property and Fixtures foreclosed as against each and all of the defendants in this cause and to have the above-described Personal Property and Fixtures and all rights, titles, interest and claims of all defendants herein and of all persons and/or entities claiming from, under or through them, or either of them, in or to the said Personal Property and Fixtures foreclosed and sold, and to have said Personal Property and Fixtures sold to make, pay, and satisfy the amounts of money found and adjudged due to the plaintiff on its note and security agreement instrument sued upon.

That Plaintiff's said lien and security interest in the above-described Personal Property and Fixtures be and is hereby, foreclosed as a first and prior lien against the above-described Personal Property and Fixtures, as against all the Defendants in this cause; and all persons and/or entities claiming from, under or through them, or either of them, that the equity of redemption of all said defendants, and any and all persons and/or entities claiming from, under or through them, or either of them, in or to the above-described Personal Property and Fixtures, be and the same is hereby forever barred and foreclosed, and that the said Personal Property and Fixtures, and all rights, titles and interest and claims of the same Defendants, and each of them, and all persons and/or entities claiming from, under or through them, or either of them, or to the said Personal Property and Fixtures, be sold by the Sheriff, as required and provided by law in such cases; and such sales shall be made without any relief from valuation and appraisal laws; that the Plaintiff is allowed to bid and receive credit to the full amount of its judgment at said Sheriff's sale and to allocate or not allocate its judgment amount in bidding to the various property as Plaintiff determines; and that after said Sheriff's sale of the said Personal Property and Fixtures, there shall be no rights of redemption

in or to said Personal Property and Fixtures surviving to any of the parties herein, including, but not limited to, any redemption rights of the Defendants, Westside Health Care Group, Inc., State of Indiana (Indiana Department of Revenue), and T II, LLC, except as is expressly set forth herein.

4. That the Sheriff be, and he is hereby directed and ordered to apply the proceeds arising from such sale of said mortgaged property and personal property in the manner and order following:

First, to the payment of the costs of this action, accrued and to accrue, together with the costs and expenses of the Sheriff's Sale of the real estate; and

Second, to the payment of the plaintiff of the full balance then still owing on the entire judgment rendered in favor of plaintiff; and

Third, to the payment of the plaintiff of a sum equal to the amount expended by plaintiff for the payment of the unpaid real estate taxes payable, due on said real estate, plus 8% interest per annum from the date of payment (delivery of the tax receipts issued by the Treasurer of Lake County to the Sheriff by the plaintiff shall be sufficient evidence of payment by the plaintiff); and

Fourth, to the payment of State of Indiana (Department of Revenue) for its Tax Warrant No. 5291618 in the amount of \$791.14, and

Fifth, the balance, if any, to be paid to the Clerk of Lake County, Indiana, for the use and benefit of those rightfully entitled thereto, and subject to further orders of this Court.

5. Plaintiff, at the sale on foreclosure and at any sale on execution, shall have the right to bid for the property offered for sale, and in the event that Plaintiff is the successful bidder, it shall have the right to apply the amount of its Judgment, namely the said \$8,240,631.31 amount, including all interest thereon, in whole or in part as Plaintiff may allocate and as may be required, as a credit towards the purchase price of such property.

6. If the proceeds from such Sale shall not be sufficient to satisfy the amount herein found to be due and owing to the plaintiff, the Sheriff of Lake County, Indiana, shall immediately levy upon the goods and chattels of the defendant, Westside Health Care Group, Inc., and until such

judgment is paid in full.

7. Upon the execution by the Sheriff of a deed of conveyance of said real estate mortgaged property sold hereunder, if not previously redeemed by the person or persons entitled thereto, any person who may be in possession of said mortgaged property, or any part hereof, upon demand and exhibition of said Sheriff's Deed or a true copy thereof, shall forthwith surrender said mortgaged property to the holder of such Deed.

8. A copy of this Decree, duly certified by the Clerk of Lake County under the seal of this Court shall be sufficient authority for, and direction to, the Sheriff of Lake County, Indiana, to proceed with the eviction of any persons remaining in possession of said real estate herein being foreclosed.

DATED: DEC 7 2007



12/07/2007 12:06 FAX

014/014

122527

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

IN THE LAKE SUPERIOR COURT NO. 4
SITTING IN GARY, INDIANA

BANK OF OKLAHOMA, N.A., a)
National Banking Association, as Successor)
Trustee acting on behalf of and for the)
benefit of the holders of the Economic)
Development Revenue Bonds (Gericare, Inc.))
Project) Series 1987A and The Taxable)
Economic Development Revenue Bonds)
(Gericare, Inc. Project) Series 1987B)

Plaintiff,

vs.

CAUSE NO. 45D04-0707-MF-351

WESTSIDE HEALTH CARE GROUP,)
INC., a Georgia Corporation; T II, LLC.)
an Indiana Limited Liability Company;)
STATE OF INDIANA (Department of)
Revenue)

Defendants.



The undersigned does hereby consent to the foregoing Agreed and Default Judgment and Decree of Foreclosure and Sale:

OFFICE OF THE ATTORNEY GENERAL
Attorneys for State of Indiana (Department of Revenue)

By: Daniel P. Miller
Steve Carter, #4150-64
Attorney General of Indiana
Daniel P. Miller, #9202-55
Deputy Attorney General
Indiana Governmental Center S., 5th Floor
402 W. Washington Street
Indianapolis, IN 46204-2770
(317) 232-1008

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE LAKE COUNTY SUPERIOR COURT

CAUSE NO. 45D04-0707-MF-00351

BANK OF OKLAHOMA, N.A. a National)
Banking Association, as Successor Trustee acting)
on behalf of and for the benefit of the holders of)
the Economic Development Revenue Bonds)
(Gericare, Inc. Project) Series 1987A and The)
Taxable Economic Development Revenue Bonds)
(Gericare, Inc. Project) Series 1987B)
)
Plaintiff)

v.)

WESTSIDE HEALTH CARE GROUP, INC., a)
Georgia Corporation; T II, LLC, an Indiana)
Limited Liability Company; and STATE OF)
INDIANA (Department of Revenue))
)
Defendants)

Document is NOT OFFICIAL!
DISCLAIMER OF INTEREST AND MOTION TO DISMISS
This Document is the property of the Lake County Recorder!

Comes now defendant, T II, LLC, An Indiana Limited Liability Company, by counsel, and hereby answers Plaintiff's Complaint and states that it neither asserts nor claims any interest or right in the real estate described in Plaintiff's Complaint.

Defendant, T II, LLC, An Indiana Limited Liability Company, having disclaimed any interest or right in the real estate described in Plaintiff's Complaint now moves the Court to dismiss T II, LLC, An Indiana Limited Liability Company as a party defendant.



RUBIN & LEVIN, P.C.
Attorneys for T II, LLC, An Indiana Limited Liability Company

By *George A. Rubin*
George A. Rubin
Atty. No. 6218-49

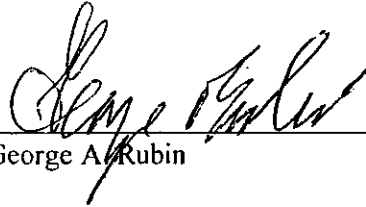
EXHIBIT B

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the following by first class

United States mail, postage prepaid, this 13 day of November, 2007:

Lawrence A. Kalina
Attorneys for Plaintiff
SPANGLER, JENNINGS & DOUGHERTY,
P.C.
8396 Mississippi Street
Merrillville, IN 46410


George A. Rubin

RUBIN & LEVIN, P.C.
342 Massachusetts Ave., Ste. 500
Indianapolis, IN 46204-2161
(317) 860-2921 FAX No. (317) 263-2550
GAR/lkd
(Our File No. 20402364) G:\WP80\LISA\PLEADING\westside disclaimer



STATE OF INDIANA)
)SS:
COUNTY OF MARION)

IN THE MARION CO. SUPERIOR COURT
CAUSE NO. 49D07-0404-CC-0809

T II, LLC, Assignee of)
Gordon Food Service)

Plaintiff,)

vs.)

WESTSIDE HEALTH CARE GROUP,)
INC. aka WEST SIDE HEALTH CARE)
GROUP, INC. dba SOUTH SHORE)
TERRACE HEALTH AND REHAB)
CENTER)

Defendant(s).)

SATISFACTION OF JUDGMENT

Full satisfaction is hereby acknowledged of the judgment entered in the above entitled proceeding on September 8, 2004, in favor of plaintiff and against the defendant, and recorded in Judgment Docket _____ page _____. Plaintiff does hereby authorize and direct the Clerk of MARION County and the Clerk of LAKE County to enter satisfaction of record of said judgment.

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

RUBIN & LEVIN, P.C.
Attorneys for Plaintiff

By: *[Signature]*
George A. Rubin
Atty. No. 6218-49

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State this 25 day of August, 2005.

[Signature]
Lisa Dowell, Notary Public

My Commission Expires:
6/11/08
Resident of Marion County



RUBIN & LEVIN, P.C.
342 Massachusetts Ave., Ste. 500
Indianapolis, IN 46204-2161
(317) 634-0300 - FAX No. (317) 263-9411
GAR/ikd

(Our File No. 20402364) G:\WP80\LSA\PLEADING\08-25-05\JCM

EXHIBIT C

The Chattel Property is described as follows:

- 1 VCR
- 4 Televisions
- 2 Calculators
- 5 Typewriters
- 6 Desks
- 12 Secretarial Chairs
- 1 Dodge Van
- 1 Pontiac Station Wagon
- 1 Snow Blower
- 1 Lawn Mower
- 1 Shed
- 1 Teaching Machine
- 1 Ice Machine
- 2 Micro-wave Ovens
- 9 Ceiling Fans
- 9 Air Conditioning Units
- Employee Lockers
- 8 Long Tables
- 3 Small Tables
- 20 Sitting Chairs
- 20 Classroom Chairs
- 35 Folding Chairs
- 1 Sanitizer
- 7 Unit Refrigerators
- 4 Suction Machines

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

STOP



- 1 Projector
- 1 Piano
- 1 Juke Box
- 1 Pinball Machine
- 2 Pop Machines
- 40 Wheelchairs
- 15 Geriatric Chairs
- 4 Shower Chairs
- 1 Sit Tub
- 3 Couches
- 1 Safe
- 2 Unit Dishwashers
- 4 Medicine Carts
- 4 Utility Carts
- 4 Housekeeping Carts
- 3 Cleaning Machines
- 38 Dining Room Tables
- 150 Dining Room Chairs
- 15 Hi-Back Lounge Chairs
- 4 Washing Machines
- 3 Dryers
- 10 Laundry Carts
- 214 Mattresses
- 214 Cubicles
- 80 Hi-Back Chairs
- 214 Bedside Cabinets
- 76 Over-the-bed Tables
- 330 Wardrobes
- 214 Beds
- 1 Patient Lift
- 10 File Cabinets
- 1 Commercial Dishwasher
- 1 Walk-in Freezer
- 1 Walk-in Cooler
- 1 Three Compartment Refrigerator
- 1 Slicer
- 1 Convection Oven
- 2 Stoves
- 1 Food Processor
- 1 Steam Table
- 1 Toaster
- 1 Mixer
- 16 Food Carts
- 1 Copier

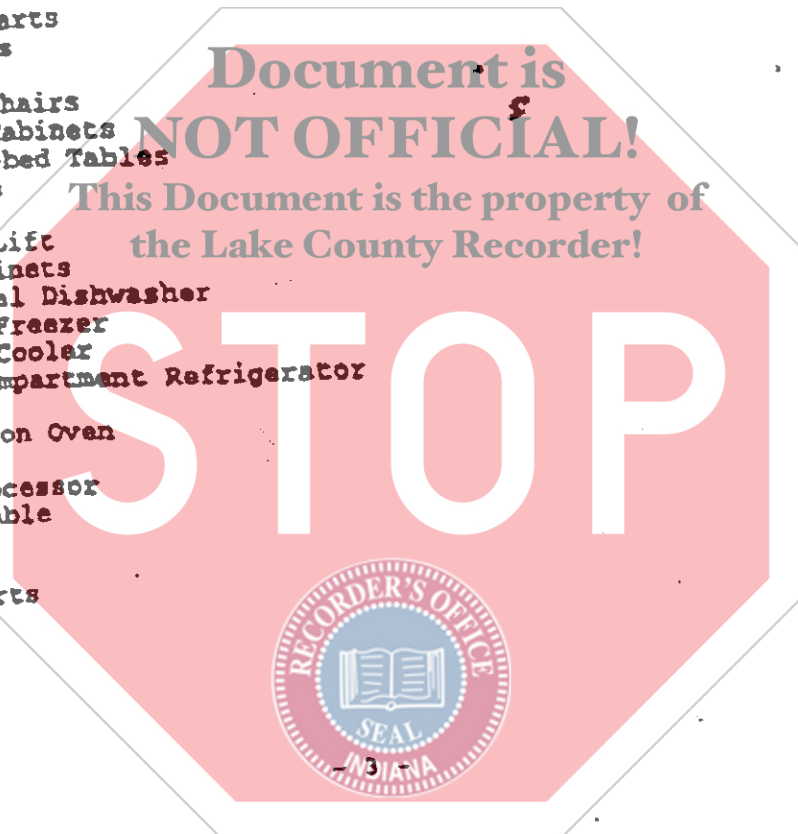


EXHIBIT Group
D