

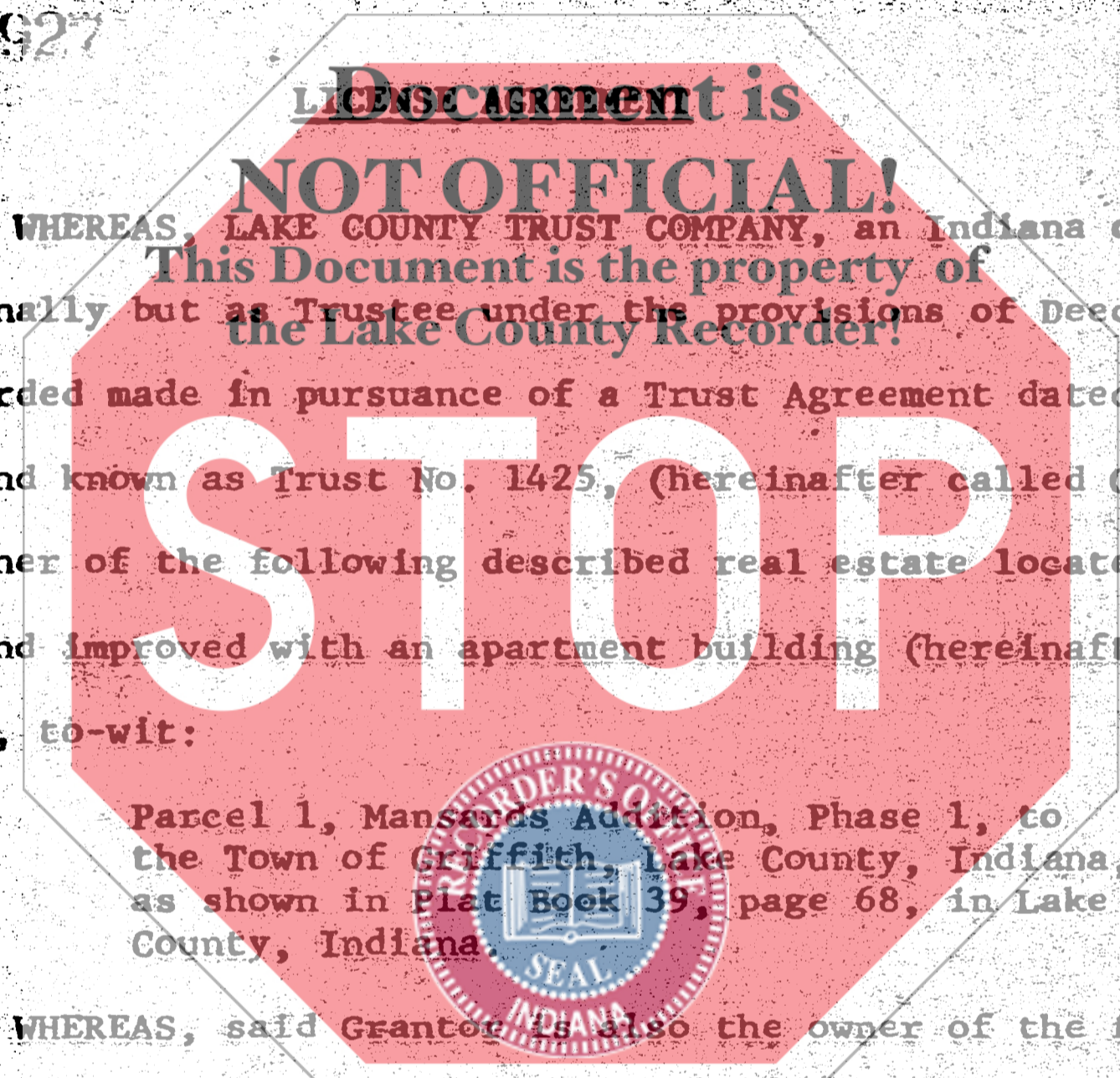
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LAKE COUNTY TRUST COMPANY
BRANCH OF CHICAGO TRUST AND SAVINGS COMPANY

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WHEREAS, LAKE COUNTY TRUST COMPANY, an Indiana corporation, not personally but as Trustee under the provisions of Deed-in-Trust duly recorded made in pursuance of a Trust Agreement dated February 4, 1969 and known as Trust No. 1425, (hereinafter called Grantor), is the owner of the following described real estate located in Lake County, and improved with an apartment building (hereinafter called Parcel A), to-wit:

Parcel 1, Mansards Addition, Phase 1, to the Town of Griffith, Lake County, Indiana, as shown in Plat Book 39, page 68, in Lake County, Indiana

WHEREAS, said Grantor is also the owner of the following described real estate located in Lake County, Indiana, and improved with a club house building (hereinafter called Parcel B), to-wit:

Parcel 6, Mansards Addition, Phase 2, to the Town of Griffith, Lake County, Indiana, as shown in Plat Book 39, page 68, in Lake County, Indiana.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trust Company on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Rider attached hereto relating to liability of Lake County Trust Company is made a part hereof.

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the Lake County Recorder!**

WHEREAS, Grantor is desirous of obtaining a loan in the amount of \$400,000.00 from the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF EAST CHICAGO, East Chicago, Indiana (hereinafter called Lender) and said Lender requires that in order to secure the repayment of said loan that the Grantor execute a mortgage in favor of Lender on Parcel A and also that the Grantor give the subsequent owners of Parcel A a license to use the club house on Parcel B in the event of sale on foreclosure of said mortgage.



Rider attached hereto relating to

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NOW, ~~THEREFORE~~, Grantor in order to induce Lender to loan \$400,000.00 to Grantor and to accept a mortgage on Parcel A as security for same Grantor agrees as follows:

1. In the event that there be a sale on foreclosure of the above said mortgage on Parcel A given to secure a loan from Lender to Grantor in the amount of \$400,000.00 then the Grantor grants, conveys and assigns unto Lender or any other person, firm, corporation, partnership, trust or association who may become the fee owner of Parcel A as the result of such sale on foreclosure of Parcel A a license, right and permission to the reasonable use of the clubhouse facilities now constructed or hereafter constructed on Parcel B.

2. In the event that this grant of license should take effect on such a sale on foreclosure this license shall be effective only so long as the licensee shall pay promptly his or its proportionate share of all of the expenses incurred in maintaining the facilities located on Parcel B based on the percentage that the size of the real estate owned by licensee bears to the total size of the real estate in The Mansards North apartment project now existent or which may hereafter come into existence said proportionate share of expenses to be determined by a certified public accountant of Grantor's choice.

3. The license, right and permission granted herein shall extend to any tenant or tenants of any person who becomes owner of Parcel A as a result of sale on foreclosure of the above mentioned mortgage so long as such tenant or tenants comply with all reasonable rules and regulations promulgated by Grantor, or its agent or nominee, with respect to the facilities on Parcel B and so long as such tenants pay all fees or membership dues which are reasonably, and without discrimination, levied by Grantor, or its agent or nominee, with

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respect to the facilities on Parcel B.

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4. Upon the repayment and/or the release of the above said mortgage this agreement shall be ineffective and shall be null and void.

DATED this 21st day of August, 1969.

STOP

LAKE COUNTY TRUST COMPANY, as Trustee
Under Trust No. 1425



Joseph L. Taggart
Joseph L. Taggart, Trust Officer

By *Dorothy Horst*
Dorothy Horst, as Assistant-Secretary

THIS INSTRUMENT PREPARED BY

Joseph L. Taggart