

581994

FOR REL. SEE DOC. #

590332

FOR REL. SEE DOC. #

634569

FOR 2nd Amendment

See Doc. # 635015

FOR REL. SEE DOC. #

655899

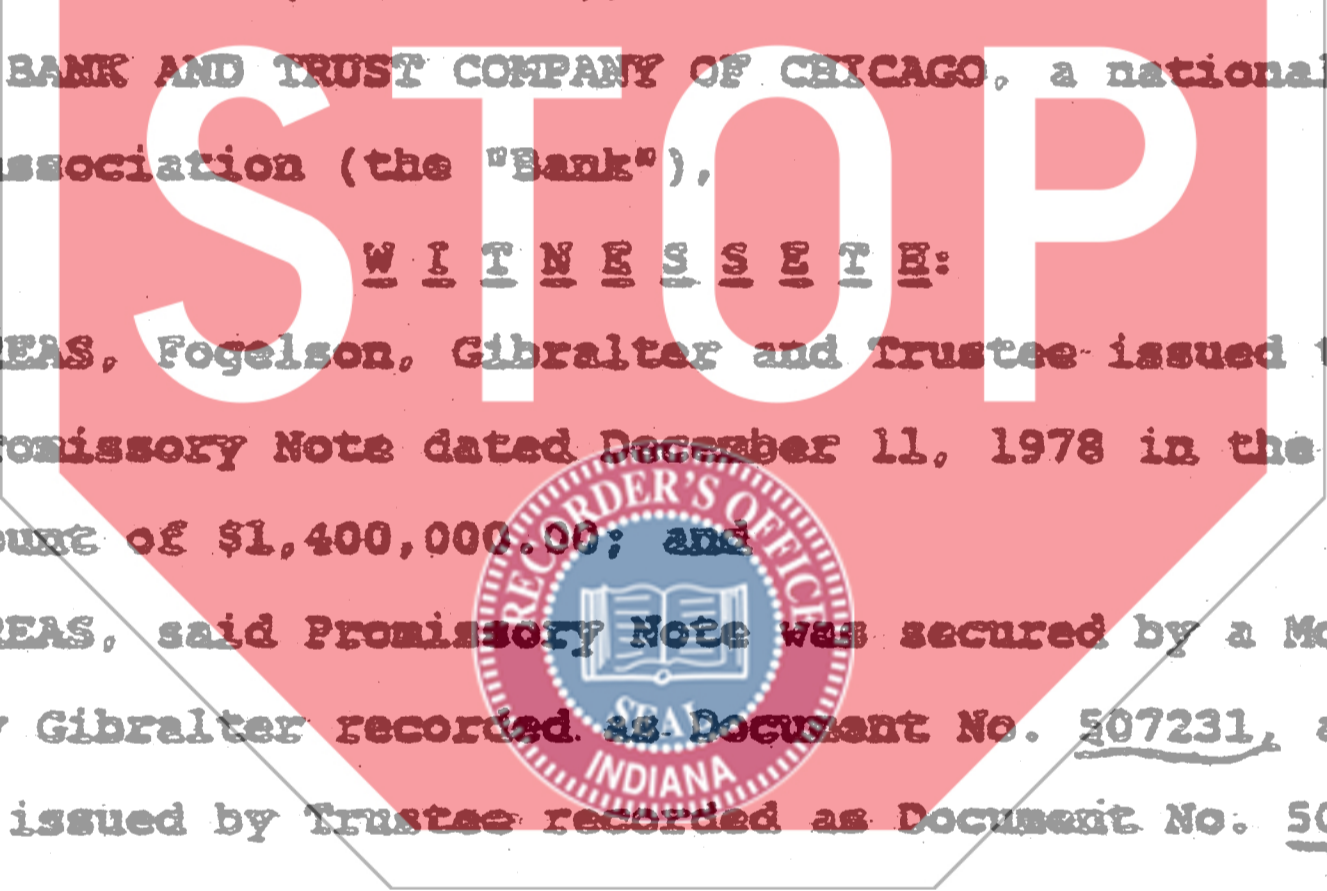
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AMENDMENT TO NOTE, TO MORTGAGES AND TO LEASE AND RENT ASSIGNMENTS

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This Amendment to Note, to Mortgages, and to Lease and Rent Assignments ("Amendment") dated as of December 11, 1979, among THE FOGELSON COMPANIES, INC., an Illinois corporation ("Fogelson"), GIBRALTER DEVELOPMENT CO., INC., an Indiana corporation ("Gibraltar"), LAKE COUNTY TRUST COMPANY, INC., 2200 North Main Street, Crown Point, Indiana 46307, as Trustee under Trust Agreement dated June 9, 1978, and known as Trust No. 2367 ("Trustee"), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (the "Bank"),

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WITNESSETH:

WHEREAS, Fogelson, Gibraltar and Trustee issued to the Bank a Promissory Note dated December 11, 1978 in the principal amount of \$1,400,000.00; and

WHEREAS, said Promissory Note was secured by a Mortgage issued by Gibraltar recorded as Document No. 507231, a Mortgage issued by Trustee recorded as Document No. 507233, a Lease and Rent Assignment issued by Gibraltar recorded as Document 507232 and a Lease and Rent Assignment issued by Trustee recorded as Document 507234; and

WHEREAS, Fogelson, Gibraltar, Trustee and Bank have agreed to increase the loan to \$1,925,000; extend its due date 15 months from the date of this Amendment, and provide an average cumulative cap on the mortgage rate of 17-1/2% per annum, and to amend the legal description of the recorded Mortgages and Lease and Rent Assignments to reflect the transfer of some property from Trustee to Gibraltar;

ILLIAND TITLE INSURANCE COMPANY INDIANA DIVISION

STATE OF INDIANA'S... LAKE COUNTY FILED FOR RECORD APR 2 10 31 AM '80 WILLIAM BIELSKI JR RECORDER

APR 29 9 04 AM '80 WILLIAM BIELSKI RECORDER

STATE OF INDIANA'S... LAKE COUNTY FILED FOR RECORD APR 29 11 00 AM '80

chgt return: John GERRON Mayer Baum and Platt 231 South LaSalle Street Chicago, Illinois 60609

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NOW, THEREFORE, in consideration of the increase of the loan by the Bank to \$1,925,000.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The references in the aforesaid Note to "\$1,400,000.00" and "One Million Four Hundred Thousand and No/100ths Dollars (\$1,400,000.00)" shall be amended to read "\$1,925,000.00" and "One Million Nine Hundred Twenty-Five and No/100ths Dollars (\$1,925,000.00)."
2. In the first paragraph of the Note, after the words "two and one-half percent (2-1/2%) per annum in excess of the prime rate from time to time in effect from the date hereof to maturity" insert "(subject to an average cap rate, cumulated monthly, of 17-1/2% per annum)."
3. In the first paragraph of the Note, the words "this Note is dated, on the final day of each of the 11 next succeeding months" shall be amended to read "the Amendment to this Note is dated, on the final date of each of the next succeeding months until and including February 28, 1981."
4. In paragraph 2 of the Note, strike "one year after the date hereof" and insert "March 11, 1981."
5. The Mortgages issued by Gibraltar and Trustee shall each be amended by striking "One Million Four Hundred Thousand Dollars (\$1,400,000)" and inserting "One Million Nine Hundred Twenty-Five Thousand Dollars (\$1,925,000), by inserting after "two and one-half percent (2-1/2%) per annum above the prime rate as it exists from time to time at Mortgages" the words "(subject to an average cap rate, cumulated monthly, of 17-1/2% per annum)", and by amending "one year after the date of the first payment under the Note" to read "March 11, 1981", and by amending the reference

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to "\$1,400,000", as it later appears in the Mortgage, to "\$1,925,000."

6. Exhibit A to the Mortgage issued by Gibraltar recorded as Document No. 506231 is hereby amended to read as Exhibit A hereto reads.

7. Exhibit A to the Mortgage issued by Trustee and recorded as Document No. 507233, is hereby amended to read as Exhibit B hereto reads.

8. The Lease and Rent Assignments issued by Trustee and by Gibraltar ~~These Documents are the property of the Lake County Recorder!~~ after the words "securing the Note dated December 11, 1978," the words "as amended by Amendment dated as of December 11, 1979", and the words "One million four hundred thousand dollars (\$1,400,000)" are hereby amended to read "One million nine hundred twenty-five thousand dollars (\$1,925,000)."

9. Exhibit A, the legal description to the Lease and Rent Assignment issued by Gibraltar recorded as Document No. 507232 is hereby amended to read as Exhibit A hereto reads.

10. Exhibit A, the legal description to the Lease and Rent Assignment issued by Trustee recorded as Document No. 507234 is hereby amended to read as Exhibit B hereto reads.

11. Gibraltar hereby mortgages, conveys and warrants to the Bank all that real property included in the description attached as Exhibit A hereto which had not been included in the legal description of the Mortgage issued by Gibraltar recorded as document No. 507231.

12. All parties hereto agree that under the original \$1,400,000 note, as of the date of this Amendment, \$548,425.25 had been disbursed and repaid to the Bank, \$509,797.04 disbursed and not yet paid to the Bank and \$341,777.71 not yet disbursed. The \$1,925,000 note evidences not only the \$509,797.04 loaned and outstanding and the \$341,777.71, to be loaned but also the \$548,425.25 which will be loaned again by the Bank.

IN WITNESS WHEREOF, the parties hereto have executed

All parties hereto agree that Paragraph 12 was omitted from the recorded original amendment due to a scrivener's error.

581004

this Amendment as of the date and year first above written.

ATTEST: [Signature]
Title Asst. Secy

THE FOGELSON COMPANIES, INC.,
an Illinois corporation
By [Signature]
Title Pres

ATTEST: [Signature]
Title Asst. Secy

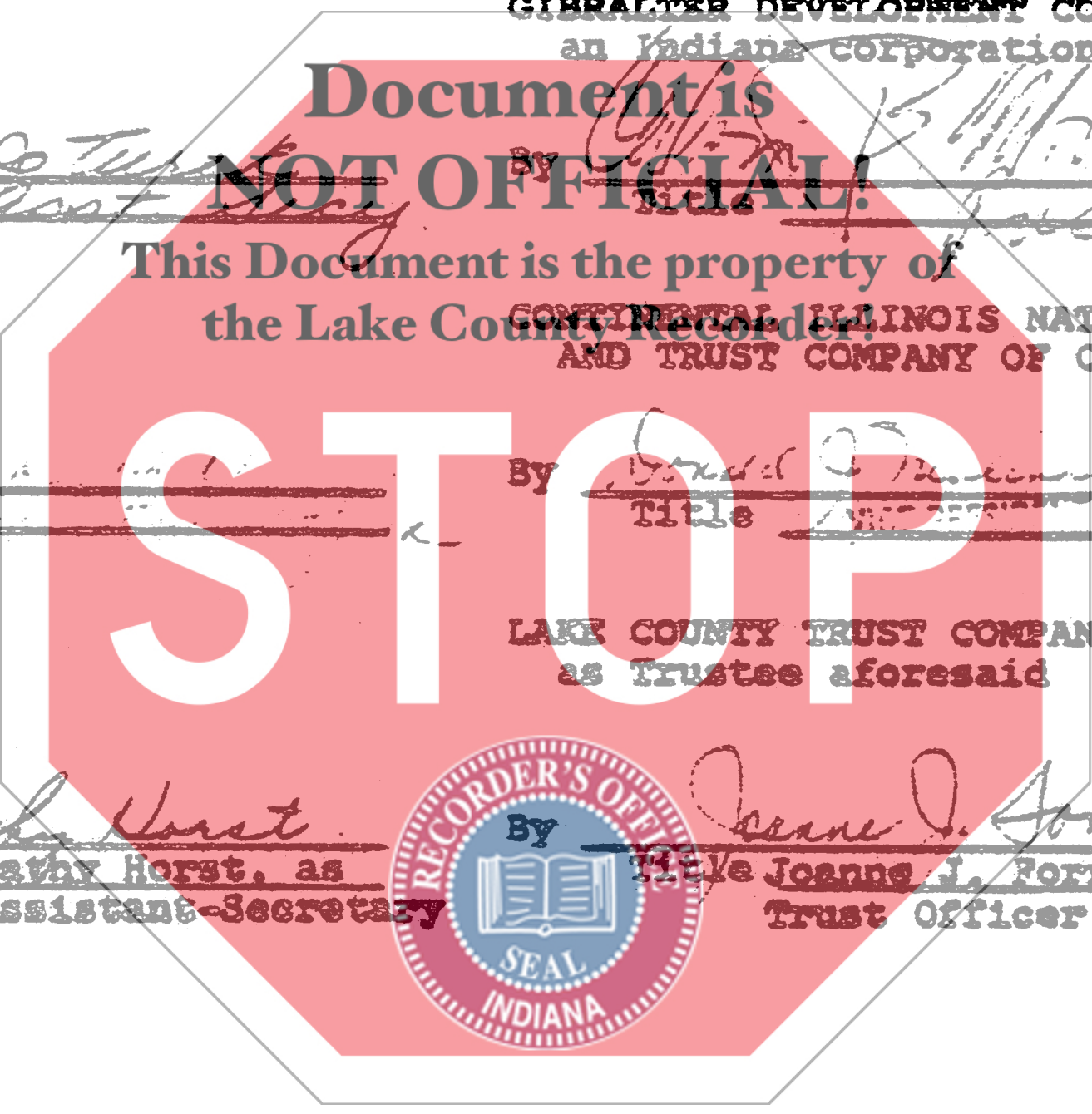
GIBRALTER DEVELOPMENT CO., INC.,
an Indiana corporation
By [Signature]
Title Asst. Secy

ATTEST: [Signature]
Title [Signature]

By [Signature]
Title [Signature]

ATTEST:
By: [Signature]
Title: Dorothy Horst, as Assistant-Secretary

By: [Signature]
Title: Joanne J. Forrester, as Trust Officer



This instrument prepared by
(when recorded, return to):

John Gearen, Esq.
Mayer, Brown & Platt
231 South LaSalle Street
Chicago, Illinois 60604

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STATE OF ILLINOIS
COUNTY OF COOK) SS.

I, G. Ruth Geils, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Calvin B. Morstein personally known to me to be the _____ of Gibraltar Development Co., Inc., an Indiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared to me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of March, 1982.

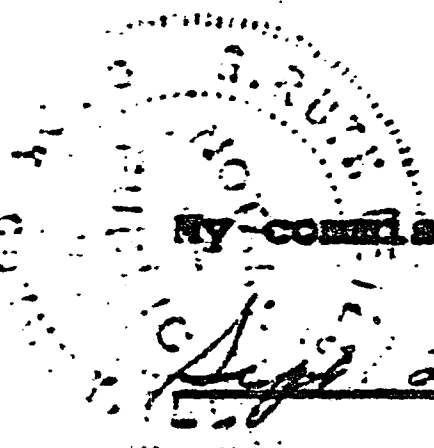
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This Document is the property of G. Ruth Geils Notary Public the Lake County Recorder!

My commission expires:

Sept 22, 1983

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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 are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and 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 the lack 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.

In making the warranties herein, the trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities or damages as a result of including these warranties in this agreement.



581904

EXHIBIT A

Legal Description of the Land

Springvale Farms Court A, as shown in Plat Book 49, page 105, in Lake County, Indiana, Springvale Farms Court B, as shown in Plat Book 49, page 106, in Lake County, Indiana, and Springvale Farms Court C, as shown in Plat Book 51, page 62, in Lake County, Indiana as amended by certificate of correction recorded* in Plat Book _____ page _____ in Lake County Indiana, except for those portions of the premises described herein which have previously been released from the lien of the Mortgage by Gibraltar recorded as Document No. 507231, pursuant to releases issued by the Bank.

This Document is the property of
the Lake County Recorder!

*March 7, 1980 as Document No. 576328

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EXHIBIT B

Legal Description

Part of the Northwest quarter of Section 24, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana; described as follows: Beginning at a point on the South line of said Northwest quarter which is 883.10 feet East of the Southwest corner thereof; thence North at an interior angle of 68 degrees 38 minutes, measured from West to North with said South line 1497.11 feet more or less to a point in a straight line that is the South line of a Trustee's Deed dated the 12th day of June 1978, recorded as Document No. 409080, in the Recorder's Office, Lake County, Indiana; thence Southeasterly in a straight line on said South line for a distance of 1788.57 feet to a point in the East line of said Northwest quarter which is 319.02 feet South of the slightly curved Southerly right of way line of 200-foot wide U. S. Highway No. 30, measured along said East line; thence Southerly on said East line of the Northwest quarter 957.34 feet more or less to the Southeast corner of said Northwest quarter; thence Westerly on the South line of said Northwest quarter 1667.00 feet more or less to the place of beginning, except for

Springvale Farms Court A, as shown in Plat Book 49, page 105, in Lake County, Indiana and Springvale Farms Court B, as shown in Plat Book 49, page 106, in Lake County, Indiana, and Springvale Farms Court C, as shown in Plat Book 57, page 61, in Lake County, Indiana, as amended by certificate of correction recorded in Plat Book 57, page 61, in Lake County, Indiana.

*March 7, 1980 as Document No. 576328

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, J. R. Swee, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT James J. Hall personally known to me to be the VICE PRESIDENT of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared to me this day in person and acknowledged that James J. Hall signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10 day of March 1982.

This Document is the property of the Lake County Recorder!

My commission expires:

By Commission Expires Sept. 4, 1983



[Handwritten signature and illegible stamp]

581994

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, G. Ruth Geils, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Wesley W. Fogelson personally known to me to be the President of The Fogelson Companies, Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared to me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 26th day of March 1980.

This Document is the property of
the Lake County Recorder
G. Ruth Geils
Notary Public

My commission expires:

Sept. 22, 1983

