

Spangler, Jennings Spangler Douglas
8396 Mississippi St.
Merrillville, Ind.
Attn: Mr. Karavitz
JNU 270114

670471

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CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

AMENDATORY AGREEMENT

This AGREEMENT made and entered into as of this
5th day of May, 1982, by and among The Philadelphia
Saving Fund Society (herein called "PSFS"), Lake County Trust
Company, a corporation of Indiana, as Trustee under the
provisions of a Trust Agreement dated the 12th day of June,
1979 and known as Trust No. 2851 (herein called "Trust 2851"),
and Gough-Spangler Partnership (herein called the "Beneficiary"),
an Indiana general partnership.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
JUN 2 1 18 PM 1982
WILLIAM BIELSKI
RECORDER

W I T N E S S E T H:

WHEREAS, Trust 2851 heretofore executed and delivered
to First Chicago Realty Services Corporation, a Delaware corpora-
tion (herein called "First Chicago"), a note (herein called the
"Note") in the principal amount of \$1,990,000, payable to the
order of First Chicago, and to secure the Note, Trust 2851
executed and delivered to First Chicago a mortgage (herein
called the "Mortgage"), dated June 24, 1981, recorded in the
Office of the Recorder of Deeds of Lake County, Indiana (herein
called the "Recorder's Office") on September 24, 1981 as document
no. 644964, and an Assignment of Rents (herein called the
"Assignment"), dated June 24, 1981, and recorded in the Recorder's
Office on September 24, 1981 as document no. 644965; and

WHEREAS, the Beneficiary, sole beneficiary of Trust
2851, joined in the Assignment; and

WHEREAS, First Chicago assigned to PSFS all of First
Chicago's right, title and interest in and to the Mortgage and
the Assignment by an Assignment of Mortgage and Assignment of
Assignment of Rents dated August 12, 1981 and recorded in the
Recorder's Office on September 24, 1981 as document no. 644967;
and

WHEREAS, Trust 2851 is currently the "Borrower" as
that term is used in the Note, the "Mortgagor" as that term is
used in the Mortgage, and the "Assignor" as that term is used
in the Assignment; and

WHEREAS, PSFS is currently the "Holder" as that term
is used in the Note, the "Mortgagee" as that term is used in
the Mortgage, and the "Assignee" as that term is used in the
Assignment; and

WHEREAS, Beneficiary is currently the sole beneficiary
of 100% of the right, title and interest in, to and under Trust
2851; and

WHEREAS, PSFS, Trust 2851 and the Beneficiary hereby
desire to amend the Mortgage and the Assignment in the manner
and to the extent hereinafter set forth;

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NOW, THEREFORE, in consideration of the foregoing and for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by each of the parties hereto to the other, the receipt and sufficiency of all of which is hereby acknowledged, PSFS, Trust 2851 and Beneficiary hereby covenant and agree as follows:

1. The legal description of Parcel 2 in Exhibit B to the Mortgage is hereby corrected and amended by deleting therefrom the following language appearing at the beginning thereof:

"Part of Parcel 3 of Westlake Plaza, in the Town of Merrillville, as shown in Plat Book 47, page 77, and as amended by Certificates of Correction recorded as Document Nos. 422236, 422237 and 425494, in Lake County, Indiana, described by metes and bounds, as follows:".

2. The legal description of Parcel 2 in Exhibit A to the Assignment is hereby corrected and amended by deleting therefrom the following language appearing at the beginning thereof:

"Part of Parcel 3 of Westlake Plaza, in the Town of Merrillville, as shown in Plat Book 47, page 77, and as amended by Certificates of Correction recorded as Document Nos. 422236, 422237 and 425494, in Lake County, Indiana, described by metes and bounds, as follows:".

3. Wherever the Mortgage is referred to in the Note or Assignment or in any other instrument evidencing, securing or relating to the indebtedness evidenced by the Note or secured by the Mortgage, such reference shall for all purposes be deemed to be a reference to the Mortgage as hereby corrected and amended.

4. Wherever the Assignment is referred to in the Note or Mortgage or in any other instrument evidencing, securing or relating to the indebtedness evidenced by the Note or secured by the Mortgage, such reference shall for all purposes be deemed to be a reference to the Assignment as hereby corrected and amended.

5. In all respects not inconsistent herewith, the Note, Mortgage and Assignment are hereby approved, ratified and confirmed.

6. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

This Agreement is executed by Lake County Trust Company, a corporation of Indiana, solely in the exercise of the authority conferred upon it as Trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises,

covenants, undertakings or agreements herein contained, either express or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of the Note and by all persons claiming by, through or under the Mortgage or the holder or holders, owner or owners of the Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that Lake County Trust Company, a corporation of Indiana, individually or as Trustee, shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

THE PHILADELPHIA SAVING
FUND SOCIETY

By: James J. Bertsch
James J. Bertsch, Asst. Vice President

ATTEST:

[Signature]
Secretary

(CORPORATE S E A L)

LAKE COUNTY TRUST COMPANY, a
corporation of Indiana, as
Trustee under Trust Agreement
dated June 12, 1979 and known
as Trust No. 2851

By: Donna L. Campbell
Donna L. Campbell, as Trust Officer

ATTEST:

BY: Charlotte L. Keilman
Charlotte L. Keilman, as Assistant Secretary

(CORPORATE S E A L)

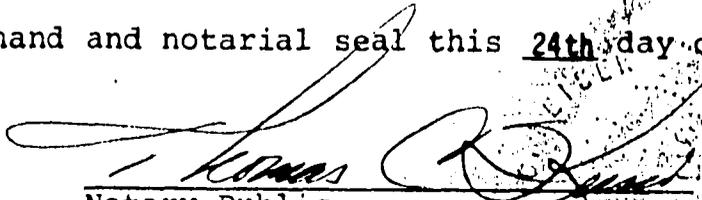
GOUGH-SPANGLER PARTNERSHIP,
an Illinois general partnership

By: William S. Spangler
Authorized General Partner

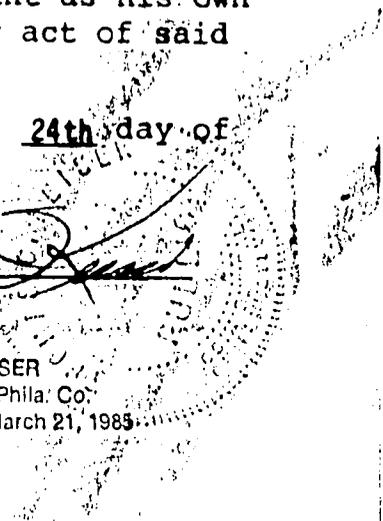
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA) SS

I, Thomas C. Keiser, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that James J. Bertsch and G. J. Banyai, respectively, the (Vice) President and ~~(Assistant)~~ Secretary of THE PHILADELPHIA SAVING FUND SOCIETY, a mutual savings bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of said bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth, and the said ~~(Assistant)~~ Secretary of said bank then and there acknowledged that he, as custodian of the corporate seal of said bank, did affix such corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of May, 1982.


Notary Public

THOMAS C. KEISER
Notary Public, Phila., Phila. Co.
My Commission Expires March 21, 1985



My Commission Expires:

STATE OF INDIANA)
COUNTY OF LAKE) SS

I, Ruth E. Carlson, a Notary Public in and for the County and State aforesaid, do hereby certify that Donna L. Campbell and Charlotte L. Keilman, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the Trust Officer and Assistant Secretary, respectively, of Lake County Trust Company, an Indiana corporation, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said corporation, did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of May, 1982.

Ruth E. Carlson

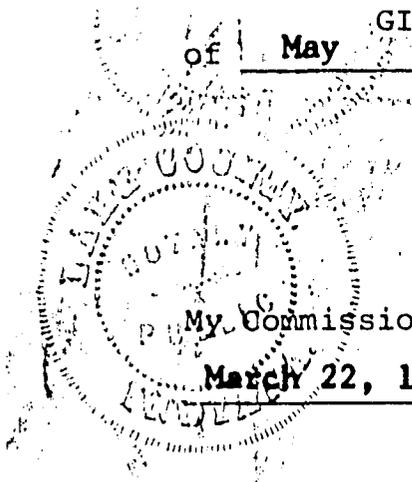
Notary Public

Ruth E. Carlson

Resident: Lake County, Indiana

My Commission Expires:

March 22, 1986



STATE OF INDIANA)
COUNTY OF LAKE) SS

I, Martha Powell Baker, a Notary Public in and for the County and State aforesaid, do hereby certify that William S. Spangler, general partner of GOUGH-SPANGLER PARTNERSHIP, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of May, 1982.

Martha Powell Baker
Notary Public Martha Powell Baker
Resident of Lake County

My Commission Expires:

October 13, 1985

