

*Glenn Patterson*  
*9003 Orpington Blvd*  
*Highland* 46322

788786

MEMORANDUM OF AMENDMENT TO REAL ESTATE CONTRACT

KNOW ALL MEN BY THESE PRESENTS that on the 14<sup>th</sup> day of January, 1985, the MERCANTILE NATIONAL BANK OF INDIANA, a United States corporation, as Trustee under the provisions of a certain Trust Agreement dated the 4th day of May, 1971, and known as Trust No. 2873, and the FIRST BANK OF WHITING, an Indiana corporation, as Trustee under the provisions of a Trust Agreement dated March 22, 1977, and known as Trust No. 1298 (hereinafter referred to as the "Sellers"), and LAKE COUNTY TRUST COMPANY, under Trust Agreement dated November 28, 1979, and known as Trust No. 2864 (hereinafter referred to as the "Buyer"), did enter into that certain unrecorded First Amendment to Real Estate Contract (hereinafter referred to as the "Amendment"), which Amendment amends the terms and provisions of that certain unrecorded Real Estate Contract dated the 28th day of November, 1979 (hereinafter referred to as the "Contract"), regarding the conditional sale by Sellers to Buyer of certain real estate in the City of Hobart, Lake County, Indiana, which real estate is more particularly described as follows:

The South 72 feet of Lot 2 except the West 365 feet thereof and Lot 3 except the West 365 feet thereof, Rifenburg's Addition to Hobart, as per plat thereof, recorded in Plat Book 1, page 5, in the Office of the Recorder of Lake County, Indiana.

A parcel of land in the NE 1/4 of Section 30, Township 36 North, Range 7 West of the 2nd P.M., in Lake County, Indiana, described as follows: Beginning at the South-east corner of the NE 1/4 of said Section; thence North along the East line of said Section a distance of 125 feet; thence West parallel to the South line of the NE 1/4 of said Section a distance of 752.5 feet; thence South parallel to the East line of the NE 1/4 of said Section a distance of 125 feet; thence East along the South line of the NE 1/4 of said Section a distance of 752.5 feet to the point of beginning. ALSO, a parcel of land in the SE 1/4 of Section 30, Township 36 North, Range 7 West of the 2nd P.M. in Lake County, Indiana, described as follows: Beginning at a point on the North line of the SE 1/4 of said Section and 552.5 feet West of the Northeast corner thereof; thence West along the North line of the SE 1/4 of said Section a distance of 200 feet; thence South parallel to the East line of the SE 1/4 of said Section a distance of 642.8 feet; thence East parallel to the North line of the SE 1/4 of said Section a distance of 200 feet; thence North along the West line of Rifenburg's Addition to Hobart, Indiana a distance of 642.8 feet to the point of beginning. ALSO All of Lot 1; the North 60 feet of Lot 2; the South 72 feet of the West 365 feet of Lot 2 and the West 365 feet of Lot 3 in Rifenburg's Addition to

STATE OF INDIANA  
LAKE COUNTY  
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Hobart, Indiana, as shown in Plat Book 1, page 5, in Lake County, Indiana, ALSO a parcel of land in the SE 1/4 of Section 30, Township 36 North, Range 7 West of the 2nd P.M., in Lake County, Indiana more particularly described as follows: Beginning at the Northeast corner of the SE 1/4 of the above mentioned section; thence South along the East line of said SE 1/4 to the North line of Lot 1 in Rifenberg's Addition to Hobart; thence West along the North line of Lot 1 a distance of 552.5 feet; thence North parallel to the East line of the SE 1/4 of the North line of the SE 1/4; thence East along the North line a distance of 552.5 feet to the point of beginning.

All the terms and conditions of said sale and the agreements of the parties are contained and set forth in said Contract and Amendment.

Among other things, said Amendment provides for an extension of time for payment of installments under the Contract to the 5th day of February, 1995, provides for an increase in the monthly installment payments required, and provides for the unpaid principal balance to be paid on March 5, 1995.

This Instrument is executed by Mercantile National Bank of Indiana not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by the Mercantile National Bank of Indiana are undertaken by it solely as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against the Mercantile National Bank of Indiana by reason of any of the covenants, statements, representations or warranties contained in this Instrument.

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 First Bank of Whiting as Trustee on account of this instrument or on account of any representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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 Lake County Trust Company as Trustee on account of this instrument or on account of any representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

SELLERS:

MERCANTILE NATIONAL BANK OF  
INDIANA AS TRUSTEE OF TRUST NO.  
2873, dated May 4, 1971

By: Franklin J. Black

FRANKLIN J. BLACK  
Vice President and Trust Officer

ATTEST:

By: James E. Black

THE FIRST BANK OF WHITING AS  
TRUSTEE OF TRUST NO. 1298, dated  
March 22, 1977

By: Carol Higginbotham

Vice President

ATTEST:

By: James E. Black

BUYER:

LAKE COUNTY TRUST COMPANY AS  
TRUSTEE OF TRUST NO. 2864, dated  
November 28, 1979

ATTEST:

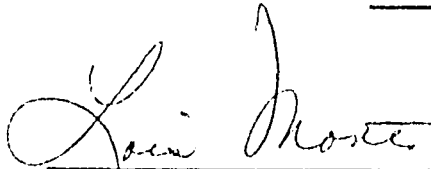
By: Larry M. Matney  
Larry M. Matney, Assistant Trust Officer

By: Charlotte L. Keilman  
Charlotte L. Keilman, Assistant Secretary

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Franklin J. Black and Harry E. Deakin, known to me to be the Vice President & Trust Officer and Asst. Vice President, respectively, of Mercantile National Bank of Indiana and acknowledged this date the execution of the foregoing Memorandum of Amendment to Real Estate Contract as the duly authorized act and deed of said Mercantile National Bank of Indiana for the purposes therein set forth.

Witness my hand and notarial seal this 16th day of January, 198<sup>5</sup>.



Lois Monts (Lake)

Notary Public

My Commission Expires:

8/9/85

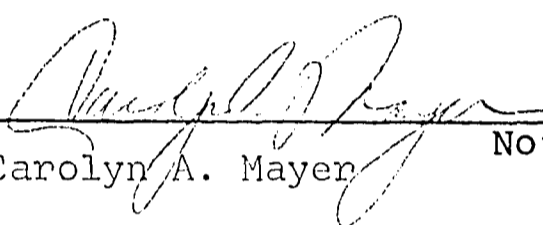
County of Residence:

Lake

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carol Highsmith and James Niermeyer, known to me to be the Vice President and Vice President, respectively, of the First Bank of Whiting, and acknowledged this date the execution of the foregoing Memorandum of Amendment to Real Estate Contract as the duly authorized act and deed of said First Bank of Whiting, for the purposes therein set forth.

Witness my hand and notarial seal this 16th day of January, 19885.

  
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Carolyn A. Mayer Notary Public

My Commission Expires:  
June 17, 1986

County of Residence:  
Lake

STATE OF INDIANA            )  
                                  ) SS:  
COUNTY OF LAKE            )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Larry M. Matney and Charlotte L. Keilman, known to me to be the Assistant Trust Officer and Assistant Secretary, respectively, of the Lake County Trust Company and acknowledged this date the execution of the foregoing Memorandum of Amendment to Real Estate Contract as the duly authorized act and deed of said Lake County Trust Company for the purposes therein set forth.

Witness my hand and notarial seal this 14th day of January, 1985.

Ruth E. Carlson  
Ruth E. Carlson                      Notary Public

My Commission Expires:

March 22, 1986

County of Residence:

Lake

This instrument prepared by Glenn R. Patterson, Attorney At Law, 9013 Indianapolis Boulevard, Highland, Indiana 46322