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Chg: Church and Willson
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Suite 402
Elkhart, IN 46516

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CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

MODIFICATION AGREEMENT

THIS AGREEMENT entered into as of the 15th day of February, 1985, between NSA III, an Indiana limited partnership (herein referred to as Mortgagor), and MIDWEST COMMERCE BANKING COMPANY, as Trustee under a Trust Indenture dated as of May 15, 1983, an Indiana banking corporation, (herein referred to as Mortgagee), and the UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, acting by and through the Federal Housing Administration (herein referred to as FHA).

The parties acknowledge and declare that:

(a) Mortgagee is the holder of a note executed on June 14, 1983, by Mortgagor to the order of Mortgagee (herein referred to as the Note) and a mortgage and a security agreement each securing such Note dated June 13, 1983, executed by Mortgagor to Mortgagee (herein collectively referred to as the Mortgage) each in the original principal sum of Nine Million Nine Hundred Seventy-five Thousand and no/100 Dollars (\$9,975,000.00), with interest on the outstanding balance of principal at the rate of Ten percent (10%) per annum up to and including the date of final endorsement of the Note, thereafter with interest on the outstanding balance of principal at the rate of Eleven and 23/100 percent (11.23%) per annum, together with an additional service charge of one-quarter of one percent (.25%) per annum and a Municipal Bond Insurance Association premium of three one hundredths percent (3/100%) per annum, which Mortgage was recorded June 14, 1983, in the Office of the Recorder of Lake

STATE OF INDIANA
COUNTY OF LAKE
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County, State of Indiana (herein referred to as the Recorder) as Document Number 712356.

(b) On the above-described Note and Mortgage there is now due and owing from Mortgagor to Mortgagee the total principal sum of Nine Million Five Hundred Forty - Six Thousand One Hundred and no/100 Dollars (\$9,546,100.00).

(c) Mortgagee and Mortgagor, the owner of a leasehold estate in the premises described in Exhibit A, attached hereto and incorporated herein, have mutually agreed to modify the lien of such Mortgage and to modify the terms thereof and of the Note secured thereby in the manner herein set forth.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants and promises contained herein, the parties hereto covenant and agree as follows:

1. MODIFICATION OF MORTGAGE. The lien of the Mortgage hereinabove mentioned, as modified herein, shall hereafter constitute in law, a single lien, securing the principal sum of Nine Million Five Hundred Forty-Six Thousand One Hundred and no/100 (\$9,546,100.00), and interest thereon at the rates set forth above, on the property described in the attached Exhibit "A".

2. INDEBTEDNESS SECURED. This instrument shall secure the same indebtedness secured by the Note and Mortgage hereinabove mentioned and secure no further or other indebtedness or obligation of Mortgagor, and except as provided herein shall not impair, alter, vary or affect any provision, condition or covenant of the Note or Mortgage, which agreements shall continue

in full force and effect as modified herein.

3. PAYMENT OF INDEBTEDNESS. The principal sum secured by such Note and Mortgage, as modified by this Agreement, shall be payable on a level annuity basis by Four Hundred Eighty (480) consecutive monthly payments of principal and interest including interest at the rate of Eleven and 23/100 percent (11 23/100%) each in the amount of \$90,368.92 and in addition thereto, the above referenced monthly service charge and Municipal Bond Insurance Association premium in the total sum of \$2,140.82. The first payment of principal (commencement of amortization) shall be due on the first day of June, 1985. The maturity and final payment date shall be May 1, 2025, when the balance of such principal sum and interest, if any, shall become due and payable.

4. REMEDIES. The covenants of the Mortgagor to pay principal and interest included herein and the Note secured by the Mortgage, are for the purpose of establishing and continuing the existence of the indebtedness. However, it is the condition of said covenants that in the event of default under the terms herein, the holder shall take no action against the Mortgagor personally, except such as may be necessary to subject to the satisfaction of the indebtedness the property described herein and any chattels pertinent to the use thereof; PROVIDED that nothing in this condition and no action shall operate to impair any obligation of the Mortgagor under the Building Loan Agreement and the Regulatory Agreement herein referred to and made a part hereof.

5. AMENDMENTS. This Agreement may not be changed or terminated except in writing. The covenants contained in this Agreement shall run with the land and bind Mortgagor, its successors and assigns, and all subsequent owners, lien holders, tenants, and subtenants of the Federal Housing Commissioner, and their successors and assigns, and all subsequent holders of the Mortgage.

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

NSA III, an Indiana Limited Partnership

By: Gerald P. Mulling

General Partner

MIDWEST COMMERCE BANKING COMPANY, as
Trustee under a Trust Indenture dated
as of May 15, 1983

By: [Signature]

Trust Officer

THE UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT acting by and
through the Federal Housing Administration

By: [Signature] 7/15/85

Authorized Officer

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, a Notary Public, this 15th day of February, 1985, personally appeared Gerald P. Gulling, General Partner of NSA III, an Indiana limited partnership, and acknowledged the execution of the foregoing Agreement.

Geoffrey K Church
Geoffrey K Church Notary Public
Residing in Elkhart County, IN

My Commission Expires:
September 15, 1987

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, a Notary Public, this 15th day of February, 1985, personally appeared H. Eugene Conard, Trust Officer of Midwest Commerce Banking Company, and acknowledged the execution of the foregoing Agreement.

Geoffrey K Church
Notary Public
Residing in Elkhart County, IN

My Commission Expires:
September 15, 1987

STATE OF Indiana)
)SS:
COUNTY OF Marion)

Before me, a Notary Public, this 15th day of February, 1985, personally appeared Choice Edwards, an authorized officer of the Federal Housing Administration, acting for and on behalf of the United States Department of Housing and Urban Development, and acknowledged the execution of the foregoing Agreement.

H.J. Perry
H.J. PERRY Notary Public
Residing in Marion County, IN

My Commission Expires:
December 9, 1987

Prepared by the law firm of CHURCH & NILSSON by Rand W. Nilsson, 121 West Franklin Street, Suite 402, Elkhart, Indiana 46516, (219) 294-5541.

Lots 8 and 9, Block 23, Gary Land Company's Fourth Subdivision, in the City of Gary, as shown in Plat Book 14, page 25, in Lake County, Indiana.

Lots 1, 2 and 3, Block 53, Gary Land Company's First Subdivision, in the City of Gary, as shown in Plat Book 6, page 15, in Lake County, Indiana.

Lot 37 and the North one-half of Lot 38, Block 103, Gary Land Company's First Subdivision, in the City of Gary, as shown in Plat Book 6, page 15, in Lake County, Indiana.

Lots 1 and 2, Block 23, Gary Land Company's 4th Subdivision, in the City of Gary, as shown in Plat Book 14, page 15, in Lake County, Indiana.

The East 10.75 feet of Lot 7 and all of Lots 8 and 9, Block 15, Resubdivision of Gary Land Company's Third Subdivision, in the City of Gary, as shown in Plat Book 13, page 8, in Lake County, Indiana.

Parcel 1: Lots 1, 2 and 3, Block 13, Resubdivision of Gary Land Company's Third Subdivision, in the City of Gary, as shown in Plat Book 13, page 8, in Lake County, Indiana.

Parcel 2: Lots 1 to 5, both inclusive, Block 7, Gary Land Company's Second Subdivision in the City of Gary, as shown in Plat Book 10, page 16, in Lake County, Indiana.

Parcel 3: The East one-half of Lot 2, all of Lots 3, 4 and 5, Block 22, Gary Land Company's Fourth Subdivision, in the City of Gary, as shown in Plat Book 14, page 15, in Lake County, Indiana.

Lot 7, Block 23, Gary Land Company's 4th Subdivision in the City of Gary, as shown in Plat Book 14, page 15, in Lake County, Indiana.

Lots 9 and 10, Block 9, Gary Land Company's Second Subdivision, in the City of Gary, as shown in Plat Book 10, page 16, in Lake County, Indiana.

Lots 1 to 5, Block 87 and Lot 40, Block 87, Gary Land Company's First Subdivision, in the City of Gary, as shown in Plat Book 6, page 15, in Lake County, Indiana.

Lots 24 to 26, both inclusive, Block 76, Gary Land Company's First Subdivision, in the City of Gary, as shown in Plat Book 6, page 15, in Lake County, Indiana.