

# 4-4237

R-57905

918748

FIRST AMENDMENT TO  
DECLARATION OF EASEMENTS

This First Amendment to Declaration of Easements, made and entered into as of the 7th day of August, 1986, by Lake County Trust Company, as Trustee under that certain Trust Agreement dated February 7, 1984 and known as Trust Number 3391 (the "Owner").

WITNESSETH: THAT

WHEREAS, Owner is (a) the owner of Parcel 1 (which Parcel 1 is outlined in pink on the photostat of survey (the "Survey") attached hereto and made a part hereof and legally described on Exhibit A attached hereto and made a part hereof), (b) the owner of Parcel 2 (which Parcel 2 is outlined in green on the Survey and legally described on Exhibit A attached hereto and made a part hereof), and (c) the owner of Parcel 3 (which Parcel 3 is outlined in yellow on the Survey and legally described on Exhibit A attached hereto and made a part hereof), and

WHEREAS, Owner has previously declared, created and reserved certain easements with respect to Parcel 1, Parcel 2 and Parcel 3 pursuant to that certain Declaration of Easements (the "Declaration") dated May 7, 1986 made by Owner and recorded on July 31, 1986 in the Lake County, Indiana Recorder's Office as document no. 867206; and

WHEREAS, Owner desires to amend the Declaration in the manner hereinafter set forth,

NOW, THEREFORE, Owner does hereby amend the Declaration as it applies to Parcel 1, Parcel 2 and Parcel 3 in the following respects:

1. Paragraph 1(A) of the Declaration is hereby amended by adding at the end of said paragraph the following new sentence: "Notwithstanding the foregoing, Owner, as owner of Parcel 1 and Parcel 2, and all future owners of Parcel 1 and Parcel 2, and their respective successors and assigns, mortgagees, tenants, licensees, employees and invitees, shall not be permitted to park upon any portion of Parcel 3 as may, from time to time, be paved."

2. Paragraph 1(B) of the Declaration is hereby amended:

(a) By deleting the words "Subject to the condition that the Sign shall in all events comply with applicable law" and by substituting in their place the words "Subject to the conditions that (1) the Sign shall in all events comply with all applicable law, (2) the Sign shall not contain advertising for any business competitive with the business from time to time being conducted on Parcel 3 by the owner of Parcel 3 (except that the aforesaid non-competition restriction shall in no event prevent the owner of Parcel 2 from including on the Sign advertising for a Walgreens store), (3) the owner of Parcel 2

This document prepared by and after recording should be returned to:

Thomas H. Page  
Barack, Ferrazzano, Kirschbaum & Perlman  
333 West Wacker Drive  
Suite 1120  
Chicago, Illinois 60606  
(312) 781-6900

FILED

MAY 21 1987

*Anna M. Anton*  
AUDITOR LAKE COUNTY

CHICAGO TITLE INSURANCE COMPANY

MAY 22 1987  
STATE OF INDIANA  
LAKE COUNTY  
RECORDER  
FILED

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1100

shall cause the Sign to be maintained in a good and safe condition, and (4) the Sign shall not obstruct viewing of any buildings upon or signage for Parcel 3";

(b) By deleting the words "remove any obstruction" and substituting in their place the words "remove any trees or other vegetation"; and

(c) By adding at the end of said paragraph the following new sentence: "In addition, Owner hereby declares, as a restriction applicable to and running with Parcel 3, that no building or other structure shall at any time be constructed within twenty (20) feet of the Base Area".

3. Except as provided herein, the Declaration remains in full force and effect in accordance with its terms without modification.

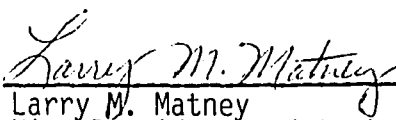
4. Successors and Assigns; Transfer of Parcels. The provisions of the Declaration and this Amendment shall run with the land and shall inure to the benefit of and be binding upon Owner and all future owners of Parcel 1, Parcel 2 and Parcel 3, and their respective heirs, legal representatives, successors and assigns, excepting that, upon any transfer of ownership of any parcel, or portion thereof, affected by the Declaration and this Amendment, the liability of the transferor, if any, for the breach of any obligation hereunder occurring after such transfer shall automatically terminate, but the transferred property shall remain subject to such liability.

5. Exculpation. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Lake County Trust Company, as Trustee of Trust No. 3391, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, 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 Amendment 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 or any of the beneficiaries at any time or from time to time under the Trust Agreement for Trust No. 3391, on account of this Amendment or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this Amendment contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Owner has caused this First Amendment to Declaration of Easements to be executed and delivered as of the day and year first above written.

Lake County Trust Company, as Trustee of Trust No. 3391, as aforesaid and not personally

By:

  
Larry M. Matney

Its:

Vice President and Assistant Trust Officer

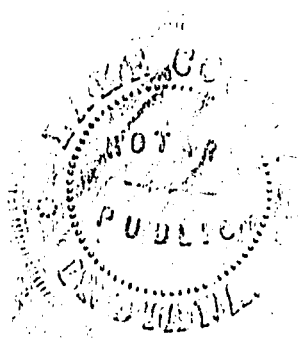
ATTEST:

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

STATE OF INDIANA )  
 ) SS.  
COUNTY OF LAKE )

I, Angeline Bravos, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Larry M. Matney, Vice Pres. & Ass't. Trust Officer and Charlotte L. Keilman, as Assistant ~~xxx~~ Secretary of LAKE COUNTY TRUST COMPANY, as Trustee under Trust Agreement dated February 7, 1984, and known as Trust No. 3391, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice & Ass't. Trust Officer and Assistant Secretary 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 Company for the uses and purposes therein set forth; and said Assistant ~~Secretary~~ did then and there acknowledge that she, as Assistant ~~Secretary~~ did affix the corporate seal of said Company to said instrument as her ~~xxx~~ own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of May, ~~1986~~ 1987.



Angeline Bravos  
Notary Public Angeline Bravos

My Commission Expires:  
May 15, 1989

Resident: Lake County, Indiana

EXHIBIT A

Legal Descriptions

PARCEL 1 - Key #16-313-1

Lot 1, Hobart Commons, as shown in Plat Book 58, Page 10, in Lake County, Indiana.

PARCEL 2 - Key #16-313-2

Lot 2, Hobart Commons, as shown in Plat Book 58, Page 10, in Lake County, Indiana.

PARCEL 3 - Key #16-313-3

Lot 3, Hobart Commons, as shown in Plat Book 58, Page 10, in Lake County, Indiana.

