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STATE OF ILLINOIS
RECORDS & CLERK
CHICAGO, ILLINOIS 60601

Chicago Title Insurance Company

**AMENDMENT TO MORTGAGE
(HAMMOND)**

93085236

THIS AMENDMENT TO MORTGAGE (the "Amendment") is made and entered into as of this 21st day of May, 1993 by and between THOMAS J. PEKLANSKY and LORRAINE J. PEKLANSKY (whether one or more, the "Mortgagor"); and CERTIFIED GROCERS' MIDWEST, INC., an Illinois corporation, having its principal office at One Certified Drive, Hodgkins, Cook County, Illinois (the "Mortgagee");

RECITALS

- A. Mortgagor is the owner of certain real property, and improvements thereon, located in Lake County, Indiana, legally described on Exhibit A hereto (the "Property").
- B. Mortgagor has previously executed and delivered to Mortgagee that certain Mortgage, Assignment of Rents and Security Agreement mortgaging to Mortgagee the Property, dated August 18, 1992 and recorded in the Office of the Recorder of Deeds of Lake County, Indiana as Document No. 92054454 (the "Mortgage").
- C. Pursuant to the Lake County Credit Modification Agreement of even date herewith (the "Agreement"), Mortgagee, Mortgagor, and certain other parties have agreed, inter alia, (to) amend the Mortgage such that (i) the Mortgage shall secure, in addition to any indebtedness otherwise secured thereby, all of the Obligations (as defined in the Agreement); and (ii) a default in payment or performance of any of the Obligations or any document or instrument evidencing or securing any one or more of the Obligations shall constitute a default under the Mortgage.

NOW, THEREFORE, for and in consideration of the Recitals and of the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agrees as follows:

- 1. From and after the date hereof, the Mortgage is hereby amended and modified such that, notwithstanding anything contained therein to the contrary, the Mortgage shall, and hereby does, secure, in addition to the indebtedness and obligations otherwise secured thereby, all of the Obligations.
- 2. From and after the date hereof, the Mortgage is hereby amended and modified such that, notwithstanding anything contained therein to the contrary, a default in the payment or performance of any of the Obligations or any document or instrument evidencing or securing any one or more of the Obligations shall constitute a default under the Mortgage.
- 3. The indebtedness and Obligations secured hereby fully mature and are finally due and payable on August 21, 1998.
- 4. In no event shall the indebtedness and Obligations secured hereby exceed \$2,000,000.00.
- 5. In all other respects, and except as amended hereby, the parties hereto do hereby ratify and confirm the contents of the Mortgage, and the Mortgage shall remain in full force and effect as amended hereby.

This Document Was Prepared By:
Kevin Ostendorf
Certified Grocers Midwest, Inc.,
One Certified Drive
Hodgkins, IL 60525
(Return to Same)

15.00
A

6. The terms, covenants, conditions and warranties contained herein shall inure to the benefit of and bind all parties hereto and their respective heirs, successors, administrators, legal representatives and assigns; provided that nothing herein shall be deemed to imply consent by Mortgagee to any sale, assignment, transfer or encumbrance of the Property or any interest therein not otherwise expressly permitted.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first written above.

MORTGAGOR:

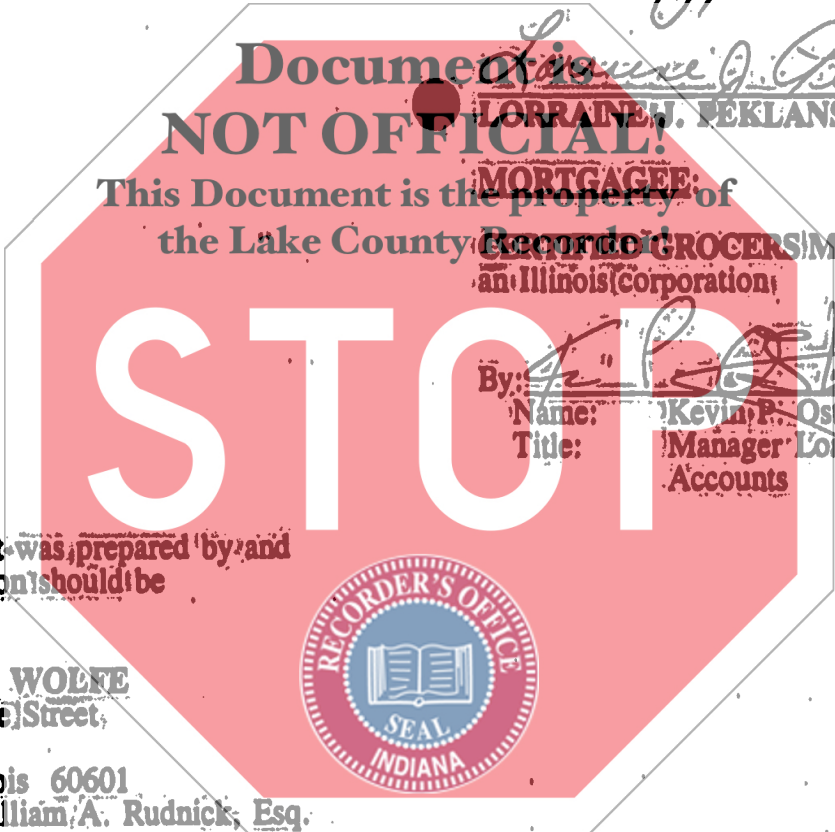
Thomas J. Peklansky
THOMAS J. PEKLANSKY

Lorraine J. Peklansky
LORRAINE J. PEKLANSKY

MORTGAGEE:

GROCERS MIDWEST, INC.,
an Illinois corporation

By: *Kevin P. Ostendorf*
Name: **Kevin P. Ostendorf**
Title: **Manager Loans and Member Accounts**



This Document is the property of
the Lake County Recorder

This document was prepared by and after recordation should be returned to:

RUDNICK & WOLFE
203 N. LaSalle Street,
Suite 1800
Chicago, Illinois 60601
Attention: William A. Rudnick, Esq.

Property Address: 3929 Wabash Avenue, Hammond, Indiana 46327.
PIN No.: 35-215-29, Tax Unit No. 26

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

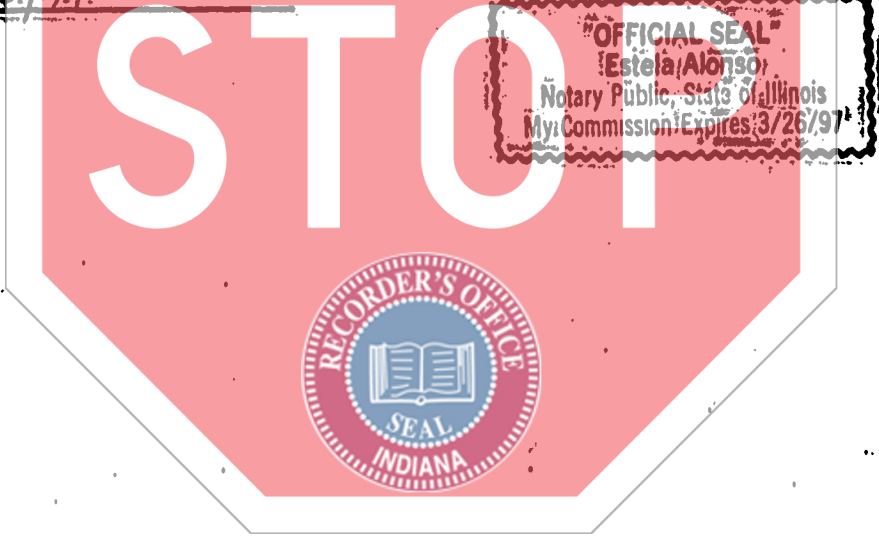
I, Estela Alonso, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Kevin P. Ostendorf, personally known to me to be the Manager Loans and Member Accounts of Certified Grocers Midwest, Inc., a corporation of the State of Illinois, whose name is subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such Manager he signed and delivered the said Instrument as Manager of said Corporation as his free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 8th day of December A.D. 1993.

Document is Estela Alonso
Notary Public

NOT OFFICIAL!

My Commission Expires 3/26/97 This Document is the property of the Lake County Recorder!



**EXHIBIT A
TO AMENDMENT TO MORTGAGE**

THE PROPERTY

**LOT 29, IN BLOCK 1, PARKSIDE ADDITION, HAMMOND, AS SHOWN
IN PLAT BOOK 16, PAGE 25 IN LAKE COUNTY, INDIANA**

**Property Address: 3929 Wabash Avenue, Hammond, Indiana 46327
Key Number: 35-215-29
Tax Unit No. 26**

