

#1 CT 359892

Loan No. 431824

**MODIFICATION OF REAL ESTATE MORTGAGE NOTE,
MORTGAGE AND RELATED LOAN DOCUMENTS**

THIS MODIFICATION OF REAL ESTATE MORTGAGE NOTE, MORTGAGE AND RELATED LOAN DOCUMENTS (the "Modification"), executed as of the 1st day of December, 1991, by and between LAKE COUNTY TRUST COMPANY, as Trustee under Trust Number 4229 dated July 27, 1992 with an address at 2200 North Main Street, Crown Point, Indiana, 46307 ("Borrower"), DEAN V. WHITE, 1000 East 80th Place, North Tower, Merrillville, Indiana, 46410, and GILBERT P. STEINER, 707 North Main Street, Crown Point, Indiana, 46307, the sole beneficiaries of Borrower ("Beneficiaries") and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, with an address at One Madison Avenue, New York, New York, 10010 ("Metropolitan"),

**This Document is the property of
the Lake County Recorder!**

WHEREAS:

A. Great Lakes Mortgage Corporation ("Great Lakes") made a certain loan to Lake County Trust Company ("Trustee"), as the trustee under a certain Trust Agreement dated April 27, 1976, and known as Trust Number 2356 (the "Trust"), in the original principal amount of Eight Hundred Thousand Dollars (\$800,000.00) (the "Loan").

B. The Loan is evidenced by a certain Real Estate Mortgage Note from Trustee to Great Lakes in the amount of the Loan dated December 1, 1977, as modified by an Amendment to Note and Mortgage by and between Trustee and Metropolitan dated April 15, 1980, and recorded April 24, 1980, as Instrument No. 582216 in the Office of the Recorder of Lake County, Indiana (collectively the "Note").

C. The Note is secured by a certain Mortgage from Trustee to Great Lakes dated December 1, 1977, and recorded February 9, 1978, as Instrument No. 453012 in the Office of the Recorder of Lake County, Indiana, as modified by a certain Amendment to Note and Mortgage by and between Trustee and Metropolitan dated April 15, 1980, and recorded April 24, 1980, as Instrument No. 582216 in the Office of the Recorder of Lake County, Indiana (collectively the "Mortgage").

D. The Note is further secured by a certain Security Agreement from Trustee to Great Lakes dated December 1, 1977 (the "Security Agreement") and certain UCC Financing Statements filed with the Office of the Recorder of Lake County, Indiana, and assigned to Metropolitan as Instrument No. 195175 on March 8, 1978, and continued by Continuation Statement filed January 24, 1983, as Instrument No. 254369, and with the Secretary of State of Indiana and assigned to Metropolitan as Instrument No. 0568202 on March 9, 1978, and

Chicago Title Insurance Company

95001777

95 JAN 10 AM 10:15

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

AMASA G. COLBY
JAN 10 1995
RECORDER



661100509
For see doc # 1000
SWS

Handwritten initials and numbers at the bottom right corner.

continued by Continuation Statement filed on January 24, 1983, as Instrument No. 0924787 (the "Financing Statements").

E. The Note is further secured by a certain Guaranty from the Beneficiaries to Metropolitan dated as of even date herewith (the "Guaranty").

F. The Note is further secured by a certain Assignment of Lessor's Interest in Lease from Trustee to Great Lakes dated December 1, 1977, and recorded March 7, 1978, as Instrument No. 456885 in the Office of the Recorder of Lake County, Indiana (the "Assignment of Lease").

G. Great Lakes' interests in the Note, Mortgage, and Assignment of Lease were assigned to Metropolitan as evidenced by an Assignment of Mortgage and Lease(s) dated March 1, 1978, and recorded March 7, 1978, as Instrument No. 456886 in the Office of the Recorder of Lake County (the "Assignment").

H. Great Lakes' interests in the Security Agreement were assigned to Metropolitan by Assignment dated March 1, 1978 (the "Assignment of Security Agreement").

I. Balcor Pension Investors ("Balcor") made a subordinate loan to Trustee in the amount of Two Million Dollars (\$2,000,000.00) in 1980 (the "Junior Loan"). Balcor's interests in the Junior Loan were subsequently assigned to Whiteco Industries, Inc. ("Whiteco").

J. The beneficial owners of the Trust sold their beneficial interests in the trust property to Robert C. Morgan and Michael Cooper in 1986.

K. Robert C. Morgan and Michael Cooper assumed Trustee's obligations under the Loan and the Junior Loan and all documents executed in connection therewith, including the Note and Mortgage.

L. Robert C. Morgan and Michael Cooper have defaulted under the Junior Loan. In connection with the foreclosure of the Junior Loan, Whiteco obtained title to the property subject to the Mortgage by virtue of a Sheriff's Deed from the Lake County Sheriff dated April 24, 1992, and recorded May 19, 1993, as Instrument No. 93032453 in the Office of the Recorder of Lake County, Indiana. Whiteco subsequently conveyed the property subject to the Mortgage to Borrower by a certain warranty deed dated July 27, 1992, and recorded May 19, 1993, as Instrument No. 93032454 in the Office of the Recorder of Lake County, Indiana. Borrower and the Beneficiaries have assumed all obligations of Robert C. Morgan and Michael Cooper under the Loan and the Note, Mortgage and all other documents executed in connection with the Loan.

M. The Loan matured on December 1, 1991; however, Borrower and the Beneficiaries have requested that Metropolitan forbear from exercising certain rights under the Note and Mortgage and that the Note, Mortgage and Security Agreement be modified. Metropolitan has agreed to such forbearance and modification subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, including, without limitation, payment by Borrower to Metropolitan of a nonrefundable servicing fee in the amount of Five Thousand Dollars (\$5,000.00), Borrower and the Beneficiaries and Metropolitan hereby agree as follows:

1. Each of the Borrower and the Beneficiaries hereby expressly assume all obligations and liabilities of Robert C. Morgan and Michael Cooper under the Loan and the Note, Mortgage, Security Agreement and all other documents executed in connection with the Loan and agree to be bound by all terms, provisions and conditions thereof.

2. The Note and Mortgage are hereby amended to provide that the principal balance of the Note and all interest thereon and all other amounts due under the Loan, if not sooner paid, shall be due and payable on May 1, 1997 rather than December 1, 1991.

3. The Note is hereby further amended to provide that the unpaid principal balance thereunder shall bear interest from December 1, 1993, at the rate of nine and twenty-five one hundredths percent (9.25%) per annum rather than nine and one-half percent (9.50%) per annum.

4. The Note is hereby further amended to provide that the principal and interest thereunder shall be paid as follows:

Interest only shall be payable on the first day of December, 1991, and on the first day of each month thereafter to and including April 1, 1992, at the rate of nine and twenty-five one-hundredths percent (9.25%) per annum with monthly payments of principal and interest commencing on May 1, 1992, and continuing on the first day of each month thereafter to and including April 1, 1997, in the amount of Seven Thousand Four Hundred Nineteen Dollars and Eighty-eight Cents (\$7,419.88) each with all sums due under the Note, including, but not limited to, the balance of the principal and accrued but unpaid interest, being due and payable in full on May 1, 1997.

5. The Note and Mortgage are hereby further amended to provide that Borrower may prepay the Loan, in whole, but not in part, at any time without penalty or premium.

6. The Note and Mortgage are hereby further amended to provide that Borrower or the Beneficiaries shall not, without the prior written consent of Metropolitan, sell, assign, or otherwise transfer all or any part of the premises described in the Mortgage or any beneficial interest in Borrower, or create or permit any lien or encumbrance to be placed

against the premises described in the Mortgage. Notwithstanding the foregoing, however, a transfer of a beneficial interest in Borrower shall not be prohibited by this Paragraph provided that, during the term of the Loan, Dean V. White shall at all times retain at least a fifty-one percent (51%) beneficial interest in Borrower. The failure by Borrower or the Beneficiaries to comply with the provisions of this Paragraph shall constitute a default hereunder and under the Note, Mortgage and all other documents executed in connection with the Loan, all as modified hereby.

7. The Mortgage is hereby further amended to provide that Borrower shall perform certain repairs and maintenance to the premises described in the Mortgage as listed on Exhibit A attached hereto and incorporated herein (the "Deferred Maintenance"). Borrower shall complete the Deferred Maintenance in a good and workmanlike manner within the time periods set forth therefor on Exhibit A. Upon the completion of the Deferred Maintenance, Borrower shall, at its sole cost and expense, provide Metropolitan with an endorsement to the existing title insurance policy issued to Metropolitan by Chicago Title Insurance Company on May 2, 1978 (Policy No. 359892) (the "Title Policy") insuring that title to the premises described in the Mortgage is free and clear of all liens and encumbrances, except those liens and encumbrances approved by Metropolitan in its sole discretion. In the event Borrower fails to complete the Deferred Maintenance in the manner and within the time periods set forth therefor on Exhibit A, or fails to provide an endorsement to the Title Policy satisfactory to Metropolitan in its sole discretion, such failure shall constitute a default hereunder and under the Note, Mortgage and all other documents executed in connection with the Loan, all as modified hereby.

8. The Mortgage is hereby further amended to add the following as a new paragraph 26 thereto:

26. RENTS AND LEASES

(a) In order to further secure payment of the indebtedness secured hereby and the observance, performance and discharge of Mortgagor's obligations under the note, this mortgage and all other documents executed in connection therewith and herewith, Mortgagor hereby assigns to Mortgagee all of Mortgagor's right, title, interest and estate in, to and under all of the leases now or hereafter affecting the premises or any part thereof and in and to all and any income, rents, royalties, revenue, issues, profits, proceeds, accounts receivable and other benefits now or hereafter arising from the premises or any part thereof (collectively, the "Rents and Profits"). Unless and until an event of default occurs hereunder or under the note or any other document executed in connection therewith or herewith, Mortgagor shall be entitled to collect the Rents and Profits (except as otherwise provided in the mortgage) as and when they become due and payable. Mortgagee shall be liable to account only for the Rents and Profits actually received by Mortgagee pursuant to any provision hereof or the note or of any other document executed in connection therewith or herewith.

(b) Mortgagor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it or the premises under any lease or any other agreement or instrument of any nature whatsoever which involves or affects the premises or any part thereof. Mortgagor represents that it has heretofore furnished Mortgagee true and complete copies of all executed leases existing on the date of this Mortgage. Upon request of Mortgagee, Mortgagor agrees to furnish Mortgagee with executed copies of all leases hereafter entered into with respect to all or any part of the premises. Mortgagor shall not, without the express written consent of Mortgagee, (i) enter into any new lease, or (ii) modify, extend or renew, either orally or in writing, any lease now existing or hereafter created upon the premises with an unexpired term of more than five (5) years, or any part thereof. Mortgagor shall not, without the express written consent of Mortgagee, terminate or surrender any lease now existing or hereafter created upon the premises, or any part thereof, unless Mortgagor has entered into a new lease covering all of the leased premises to be terminated or surrendered, which new lease shall have been approved by Mortgagee as provided herein.

(c) Each lease of any portion of the premises shall be absolutely subordinate to the lien of this mortgage, but shall also contain a provision, satisfactory to Mortgagee, that in the event of a sale pursuant to a judgment of foreclosure, such lease shall not be terminated and the tenant thereunder shall attach to such purchaser and, if requested to do so, shall enter into a new lease for the balance of the term of such lease then remaining, upon the same terms and conditions. If Mortgagee so requests, Mortgagor shall cause the tenant under each or any of such leases to enter into subordination and attornment agreements with Mortgagee which are satisfactory in form, scope and substance to Mortgagee.

(d) Mortgagor shall not accept payment of advance rents or security deposits equal, in the aggregate, to more than two (2) months' rent.

(e) Mortgagor covenants and agrees that all contracts and agreements relating to the premises to pay leasing commissions, management fees or other compensation shall (1) provide that the obligation to pay such commissions, fees and other compensation will not be enforceable against any party other than the party who entered into such agreement; (2) be subordinate and inferior to the lien of this mortgage; and (3) not be enforceable against Mortgagee. Mortgagor shall promptly furnish Mortgagee with evidence of Mortgagor's compliance with this paragraph upon the execution of each such contract or agreement.

9. Paragraph (i) on page 1 of the Security Agreement is hereby amended to provide that the sum of the Indebtedness of the Debtor to Secured Party secured thereby is Eight Hundred Thousand Dollars (\$800,000.00) rather than "Eight Hundred Thousand and no/100 Dollars (\$800.00)".

10. Borrower agrees that the amount payable by Borrower pursuant to Paragraph 3 of the Mortgage to enable Metropolitan to pay all taxes, assessments and other similar charges levied against the premises described in the Mortgage and all insurance premiums on any

policy or policies of insurance required under the Mortgage (the "Escrow Payments"), which Escrow Payments are in addition to each monthly payment required under the Note, shall equal Four Thousand Sixty-seven Dollars and Seventy-two Cents (\$4,067.72) for the Escrow Payment due on May 1, 1992, and that all Escrow Payments due on the first day of each month thereafter, to and including May 1, 1997, shall be in the amount estimated by Metropolitan to equal one-twelfth (1/12) of the annual amount of all taxes, assessments and other similar charges levied against the premises described in the Mortgage and all insurance premiums on any policy or policies of insurance required under the Mortgage.

11. Borrower agrees to furnish to Metropolitan, at its sole cost and expense, an endorsement to the Title Policy in the form attached as Exhibit B at the closing of the modification of the Loan. The failure of Borrower to provide an endorsement to the Title Policy to Metropolitan in a form and substance acceptable to Metropolitan in its sole discretion shall constitute a default hereunder and under the Note, Mortgage and all other documents executed in connection with the Loan, all as modified hereby.

12. Borrower and Beneficiaries represent and warrant that Borrower, the Beneficiaries, the premises described in the Mortgage and Borrower's and Beneficiaries' use thereof comply, and will remain in compliance, in all respects, with all applicable (a) legal and contractual requirements (including, without limitation, any and all leases) with regard to the use, occupancy and construction thereof, including, without limitation, any zoning, subdivision, environmental, air quality, flood hazard, fire safety, planning, handicapped facilities, building and other governmental laws, ordinances, codes, regulations, orders and requirements of any governmental agency; (b) building, occupancy, and other permits, licenses and other approvals; (c) declarations, conditions, easements, rights-of-way, covenants and restrictions of record, including, without limitation, those matters disclosed in the Title Policy; and (d) the premises described in the Mortgage (i) does not contain any underground storage tanks; (ii) is not listed on any CERCLIS list pursuant to 42 U.S.C. 9616; and (iii) is not subject to the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11022); and there are no violations or alleged or asserted violations of law, municipal ordinances, public or private contracts, declarations, covenants, conditions, or restrictions of record, or other requirements with respect to the premises described in the Mortgage or any improvements located thereon or any part thereof. The failure by Borrower, the Beneficiaries, the premises described in the Mortgage or Borrower's or Beneficiaries use thereof to comply at any time with any of the foregoing items, including, without limitation, any restrictions or covenants of record disclosed in the Title Policy, shall constitute a default hereunder and under the Note, Mortgage and all other documents executed in connection with the Loan, all as modified hereby.

13. This Modification shall be governed by and construed in accordance with the laws of the State of Indiana.

14. All terms and provisions contained in this Modification shall be incorporated into and made a part of the Note and the Mortgage and all other terms and conditions set forth in the Note and the Mortgage shall remain in full force and effect and unmodified by this Modification.

15. This Modification shall be binding upon and inure to the benefit of Metropolitan and Borrower and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Modification of Real Estate Mortgage Note, Mortgage and Related Loan Documents as of the day and year set forth above.

LAKE COUNTY TRUST COMPANY, as
Trustee under Trust Number 4229

Document is NOT OFFICIAL!

This Document is the property of _____ ATTACHED
the Lake County Recorder!
Its: _____

STOP


"Borrower"
Dean V. White

Dean V. White

Gilbert P. Steiner

Gilbert P. Steiner

"Beneficiaries"



METROPOLITAN LIFE INSURANCE
COMPANY

By: *Robert J. T...* *DT*
Its: *Investment Officer* *MH*

"Metropolitan"

It is expressly understood and agreed by and between the parties hereto, 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 the Trustee 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, 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 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 on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 28th day of November, 1994.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated July 27, 1992 and known as Trust No. 4229.

BY: Elaine M. Worstell
Elaine M. Worstell, Trust Officer

ATTEST:

BY: Sandra L. Stiglitz
Sandra L. Stiglitz, 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 the within named Officers of LAKE COUNTY TRUST COMPANY, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said Corporation and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 28th day of November, 1994.

Leah Susanne Anderson
Leah Susanne Anderson-Notary Public

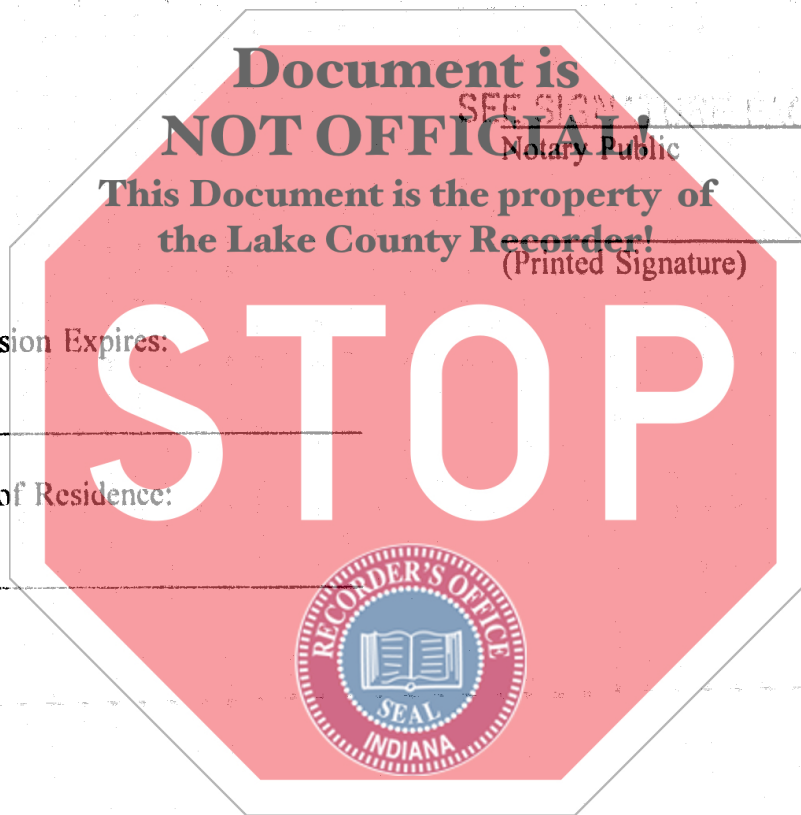
My Commission Expires: 04-7-95

Resident: Lake County, Indiana

STATE OF INDIANA)
)
COUNTY OF LAKE) SS:

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named _____, as Vice President and Trust Officer and _____ as Assistant Secretary of the Lake County Trust Company, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

WITNESS my hand and Notarial Seal this _____ day of _____, 1994.



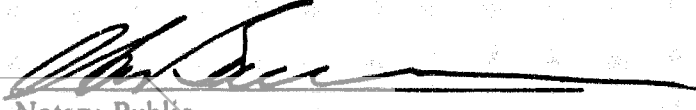
SEE SIGNATURE PAGE ATTACHED
Notary Public

My Commission Expires: _____
My County of Residence: _____

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Dean V. White, and acknowledged the execution of the foregoing "Modification of Real Estate Mortgage Note, Mortgage and Related Loan Documents" as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 19 day of November, 1994.



Notary Public

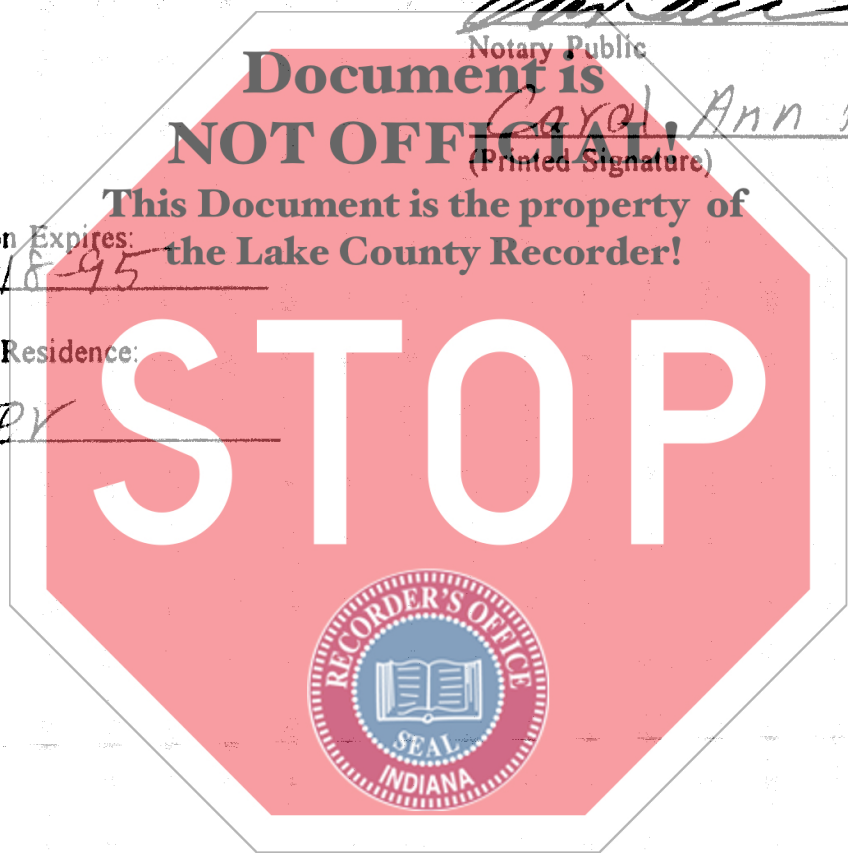
Document is NOT OFFICIAL!
(Printed Signature)

Caryl Ann Bowman

This Document is the property of the Lake County Recorder!

My Commission Expires: 10-18-95


My County of Residence: Porter



STATE OF INDIANA
COUNTY OF LAKE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Gilbert P. Steiner, and acknowledged the execution of the foregoing "Modification of Real Estate Mortgage Note, Mortgage and Related Loan Documents" as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 22 day of November 1994.


Notary Public

Document is Ann Bowman
(Printed Signature)
NOT OFFICIAL!

My Commission Expires 10-18-95
**This Document is the property of
the Lake County Recorder!**

My County of Residence: Porter

STOP



STATE OF Illinois)
) SS:
COUNTY OF DuPage)

Before me, a Notary Public in and for said County and State, personally appeared ROBERT J. TERRY, by me known and by me known to be the INVESTMENT OFFICER of Metropolitan Life Insurance Company, who acknowledged the execution of the foregoing "Modification of Real Estate Mortgage Note, Mortgage and Related Loan Documents" on behalf of said corporation.

WITNESS my hand and Notarial Seal this 24th day of December, 1994.

"OFFICIAL SEAL"
JOAN LOSSAU
Notary Public, State of Illinois
My Commission Expires 8/19/95

Document is small
NOT OFFICIAL!
Notary Public
JOAN LOSSAU
(Printed Signature)
This Document is the property of
the Lake County Recorder!

My Commission Expires:
8-19-95

My County of Residence:
COOK

CONSENT AND REAFFIRMATION OF GUARANTORS

The Guarantors of the above-referenced Real Estate Mortgage Note hereby consent to the modifications made by this Modification of Real Estate Mortgage Note, Mortgage and Related Loan Documents and reaffirm their obligations as Guarantors under a certain Guaranty dated as of even date herewith, and agree that such obligations shall remain in full force and effect.

Dean V. White
Dean V. White

Gilbert P. Steiner
Gilbert P. Steiner

Exhibit A

Deferred Maintenance Schedule

701 E. 83rd Street
8315 Virginia Street
Merrillville, Indiana

1. Repairing and restriping of asphalt pavement to be completed on or before September 1, 1994, for an estimated cost of \$7,000.00.
2. Repair and replacement of concrete entrances to be completed on or before September 1, 1994, for an estimated cost of \$5,100.00.
3. Completion of all readily achievable items as identified on the Schedule 1 attached hereto and incorporated herein setting forth ADA compliance issues, to be completed on or before April 1, 1995, for an estimated cost of \$5,900.00.
4. Infrared testing of all electrical switch gear and switch panels to be completed immediately for an estimated cost of \$1,500.00.
5. Interior reconfiguration of tenant space in accordance with the letter from Cole & Associates dated December 10, 1992, and attached hereto as Schedule 2.
6. Immediate implementation of a landscaping plan to be completed on or before June 1, 1994, for an estimated cost of \$3,000.00.
7. Immediate implementation of a maintenance program by a mechanical contractor to be maintained throughout the term of the loan.

019

LINCOLN SQUARE I
701 E. 83RD. AVENUE
MERRILLVILLE, INDIANA

RECOMMENDED ALTERATIONS
FOR
ADA CODE COMPLIANCE

February 22, 1993

GOALS

- 1.) Parking
- 2.) Entry access to building
- 3.) Access to common areas
- 4.) Access to restrooms
- 5.) Alarms

- Completed 1. PARKING
(A) Add four additional accessible parking spaces and accessible route at entrance 5 & 6 on south face of building. Designate one space as van accessible and provide proper signage. (Sec. 4.1.2 (5)(a)&(b), & 4.6.3)
- Completed (B) Designate one space at entrance 9 on west face of building as van accessible and provide proper signage and accessible route. (Sec. 4.1.2 (5)(b), & 4.6.3)
- Not Readily Achievable 2. ENTRY ACCESS
(A) Alter existing built-up curb ramp at entrance 5 & 6 to conform with a 10:1 side slope. (Sec. 4.7)
- Not Readily Achievable (B) Alter existing curb ramp at entrance 9 to conform with a 10:1 flare side. (Sec. 4.7)
- Readily Achievable (C) Check all exterior entry doors for reasonable pulling force. (Sec. 4.13.12)
- Completed (D) Add signs at entrances 1-2, 3-4 & 12 designating entrance 5-6 on south face of building for handicapped parking and building accessibility. (Sec. 4.1.7c)
- Readily Achievable (E) Install lever type door handle on south interior entry door. (Sec. 4.13.9).
- Readily Achievable (F) Adjust thresholds to not exceed 1/2 inch. (Sec. 4.13.8)
- Readily Achievable 3. CORRIDORS
(A) Remove abandoned thermostat enclosure from main corridor. (Sec. 4.4.1 (a))
- Readily Achievable (B) Relocate or recess all fire extinguishers in corridors. (Sec. 4.4.1)



SCHEDULE I

Not Readily Achievable

(C) Remove existing drinking fountain in south corridor at men's restroom and replace with fountain for handicapped. (Sec. 4.15)

Readily Achievable

4. RESTROOMS

(A) Replace signage on restroom entry door with international symbol of accessibility with braille characters (designating mens & womens). (Sec. 4.1.2 (7) & 4.1.6 (3)(b)(11))

Readily Achievable

(B) Install door hardware with lever type handle and lockable lockset on both restrooms and adjust door closure force as required. (Sec. 4.13.9 & 4.13.10, and 4.13.11)

Readily Achievable

(C) Remove existing door between the lavatory and toilet area in the men's restroom (Sec. 4.13.7)

Readily Achievable

(D) Relocate and lower paper towel dispensers in both restrooms. (Sec. 4.2.5 & 4.2.6)

Not Readily Achievable

(E) Alter existing lavatories for handicapped and replace waste receptor not to interfere with 60" diameter space in both restrooms. (Sec. 4.19)

Not Readily Achievable

(F) Lower one urinal so that rim is 17" maximum above finished floor and lower flush control to 44" maximum above finished floor in men's restroom. (Sec. 4.18.2 & 4.18.4)

Readily Achievable

(G) Raise toilet seat to 17" to 19" above floor in both restrooms in handicapped stalls. (Sec. 4.16.3)

Not Readily Achievable

(H) Alter stalls for handicapped accessibility in both restrooms. (Sec. 4.17.3)

Not Readily Achievable

(I) Replace grab bars on side walls to 42" long in both restrooms (Sec. 4.16.4 & 4.26)

Readily Achievable

(J) Replace sanitary napkin dispenser in the women's restroom. (Sec. 4.4.1)



015

Not 4) 5. ALARMS

Readily (A) Add visual fire alarms in lavatory and toilet areas
Achievable in all restrooms, and in corridors (for hearing
impaired). (Sec. 4.28.3)

Not (B) Put fire alarm pull stations at the ends of all
Readily corridors at proper height. (Sec. 4.2.5)
Achievable

ada-sq





LINCOLN SQUARE II
8315 VIRGINIA STREET
MERRILLVILLE, INDIANA

RECOMMENDED ALTERATIONS
FOR
ADA CODE COMPLIANCE

February 23, 1993

GOALS

- 1.) Parking
- 2.) Entry access to building
- 3.) Access to common areas
- 4.) Access to restrooms
- 5.) Alarms

Completed

1. PARKING

(A) Add four handicapped parking spaces and accessible route at entrance 9-10 on west face of building. Designate one space as van accessible and provide proper signage. (Sec. 4.1.2 (5)(a)&(b) & 4.6.3)

Completed

(B) Add two handicapped parking spaces and accessible route at entrance 11 on the west face of building and at entrance 1 on the north face of the building and designate one space as van accessible. Provide proper signage. (Sec. 4.1.2 (5)(b), & 4.6.3)

Completed

(C) Place signs at entrances 3-4 & 5-6 designating entrances 9, 10 & 11 on west face of building for handicapped parking and building accessible. (Sec. 4.1.7c)

Completed

(D) Remove existing handicapped signage from entrance 5-6.

Not Readily Achievable

2. ENTRY ACCESS

(A) Alter exist curb ramp at entrances (1), (9), (10) & (11) to conform with a 10:1 side slope. (Sec. 4.7)

Readily Achievable

(B) Check all exterior doors for reasonable pulling force. (Sec. 4.13.11)

Readily Achievable

(C) Adjust thresholds to not exceed 1/2 inch. (Sec. 4.13.8)

Readily Achievable

3. CORRIDORS

(A) Relocate or recess all fire extinguishers in corridors. (Sec. 4.4.1)



SEP-21-93 TUE 9:20 MILLER & STIMMER INC.

014

Not Readily Achievable (B) Remove existing drinking fountains located next to men's room and replace with fountain for handicapped. (Sec. 4.15)

Readily Achievable 4. RESTROOMS (A) Replace signage on restroom entry door with international symbol of accessibility with braille characters (designating mens & womens). (Sec. 4.1.2 (7) & 4.1.6 (3)(e)(iii))

Readily Achievable (B) Install door hardware with lever type handle and lockable lockset on both restrooms and adjust door closure force as required. (Sec. 4.13.9, 4.13.10, & 4.13.11)

Readily Achievable (C) Remove existing doors between lavatory and toilet area in all restrooms. (Sec. 4.13.7)

Readily Achievable (D) Relocate and lower paper towel dispensers in both restrooms. (Sec. 4.2.5 & 4.2.6)

Not Readily Achievable (E) Alter existing lavatories for handicapped in both restrooms. (Sec. 4.19)

Not Readily Achievable (F) Lower one urinal so that the rim is at 17" maximum above the finished floor and lower flush control to 44" maximum above the finished floor in men's restroom. (Sec. 4.18.2 & 4.18.4)

Readily Achievable (G) Raise toilet seat to 17" to 19" above floor in the handicapped stalls in both restrooms. (Sec. 4.15.3)

Not Readily Achievable (H) Alter stalls for handicapped accessibility in both restrooms. (Sec. 4.17.3)

Readily Achievable (I) Replace sanitary napkin dispensers in women's restrooms. (Sec. 4.4.1)

5. ALARMS

Not Readily Achievable (A) Add visual fire alarms in lavatory and toilet areas in all restrooms, and in corridors (for hearing impaired). (Sec. 4.28.3)

Not Readily Achievable (B) Lower fire alarm pull stations to proper height. (Sec. 4.2.5)

ADA-LQ





December 10, 1992

Mr. Gerald Stienen
Willie and Stienen Associates
8315 Virginia Street, Suite F
Merrillville, IN 46410

RE: Lincoln Square
Redesign of Leasable Space

Dear Mr. Stienen:

We are writing in reference to our recent discussions regarding commercial office space redesign. Once a space is in operation and largely leased, it is generally inefficient and uneconomical to redesign the leasable areas. Redesign at such a time would generally cause an inconvenience to the tenants and a loss of income to owners.

We usually recommend that improvements to leasable space layout and efficiency be made over time and be coordinated with normal tenant vacancies and movements. We have been pleased to assist you with such partial redesigns in the past and look forward to serving you in the future.

If we may be of further service to you, please call.

Very truly yours,
COLB ASSOCIATES INC.

Gregg L. Heinzman
Gregg L. Heinzman, PE
Engineering Manager

GLH/da
glh12-10

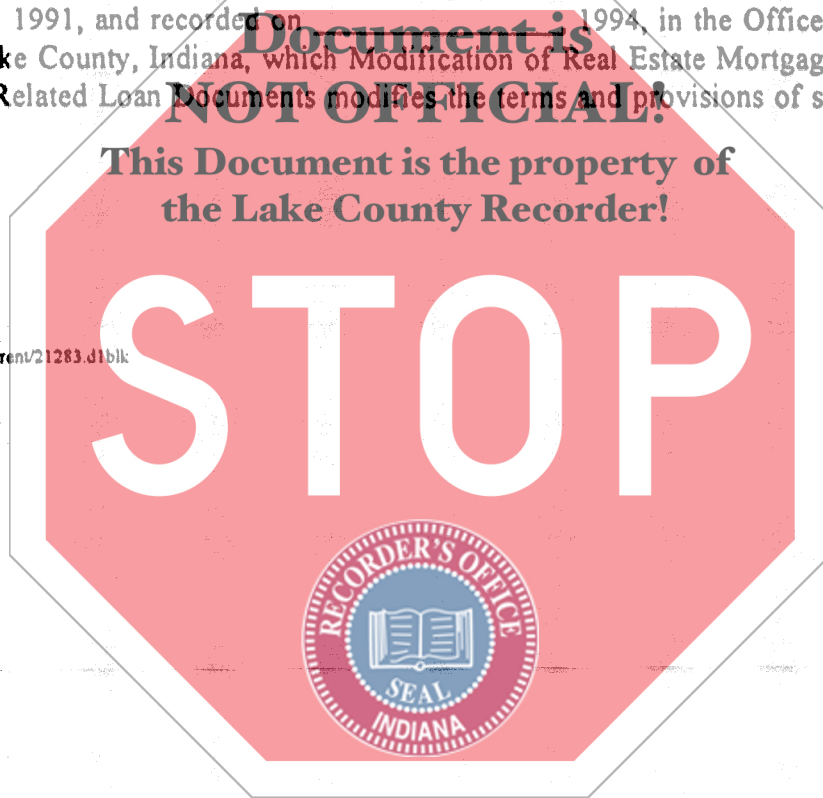
SCHEDULE 2

**ENDORSEMENT
ISSUED BY CHICAGO TITLE INSURANCE COMPANY**

Attached to and forming a part of the policy of title insurance no. 359892

The above-referenced title policy is hereby amended as follows:

The Company hereby insures the insured against loss which the insured shall sustain by reason of any final court order or judgment to the effect that the lien, or the priority of the lien, of the mortgage described in Schedule A has been adversely affected by the Modification of Real Estate Mortgage Note, Mortgage and Related Loan Documents dated as of December 1, 1991, and recorded on [redacted] 1994, in the Office of the Recorder of Lake County, Indiana, which Modification of Real Estate Mortgage Note, Mortgage and Related Loan Documents modifies the terms and provisions of said mortgage.



21292.d1last/25491.d1current/21283.d1blk