

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

95056971

95 SEP 22 AM 8:48

MARGARETTE CLEVELAND
RECORDER

RECORDING REQUESTED BY
PHOENIX LEASING INCORPORATED

WHEN RECORDED MAIL TO

NAME McCord Company C/O Phoenix Leasing

MAILING ADDRESS 2401 Kerner Boulevard

CITY, STATE San Rafael, CA
ZIP CODE 94901

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

Document is

NOT OFFICIAL!

AGREEMENT TO ALLOW REMOVAL OF PERSONAL PROPERTY

TO BE FILED IN REAL ESTATE

This Document is the property of

the Lake County Recorder!

STOP



#17441

PLI# 103-189901

Name: Heidbreder, Inc. & Heidbreder Lodging, Inc.
dba Comfort Inn

Address: P.O. Box 728
Crown Point, IN 46307

162

#174421

Recording Requested By
Asset Management Group
When Recorded Mail To:
MCCORD COMPANY
c/o PHOENIX LEASING INCORPORATED
2401 Kerner Boulevard
San Rafael, CA 94901

Space Above This Line for Recorder

AGREEMENT TO ALLOW REMOVAL OF PERSONAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS:

(i) The undersigned ("MORTGAGE HOLDER") has an interest as Mortgage or Trust Deed Holder in the following described real property (the "Real Property"): That certain real property in the County of Lake, State of Indiana, described as: [SEE FULL LEGAL DESCRIPTION ON EXHIBIT A]

(ii) Heidbreder, Inc. is the RECORD OWNER of such Real Property.

(iii) Heidbreder, Inc. & Heidbreder Lodging, Inc. ("LESSEE") has entered into or will enter into a Master Equipment Lease and Schedules thereto with Phoenix Leasing Incorporated ("LESSOR") dated 7/14/95 (the "Lease"); the Lease covers certain equipment, fixtures and intangibles (the "Equipment"), which is or will be located upon the Real Property, and such Equipment is described in the Lease.

(iv) LESSOR, as a condition to entering into the Master Equipment Lease, requires that MORTGAGE HOLDER agree to allow the removal by LESSOR of the Equipment from the Real Property, no matter how it is affixed thereto, and to the other matters set forth below.

NOW, THEREFORE, for good and sufficient consideration, receipt of which is hereby acknowledged, the MORTGAGE HOLDER agrees to the placing of the Equipment on the Real Property, and further agrees as follows:

1. The Equipment shall be considered to be personal property and not part of the Real Property regardless of whether or by what means it is or may become attached or affixed to the Real Property.
2. Prior to expiration or termination of the Lease, MORTGAGE HOLDER has no, and will not claim any, interest in the Equipment.

DEBTOR: HEIDBREDER, INC. & HEIDBREDER
LODGING, INC
dba COMFORT INN
PLI#: 103-189901
FUND: 126

3. LESSOR shall use its best efforts to notify MORTGAGE HOLDER of any declared default in the Lease, although LESSOR's failure to do so shall not in any way affect the rights and obligations of LESSOR and MORTGAGE HOLDER hereunder. MORTGAGE HOLDER shall have 10 days to cure any default by paying, or causing to be paid, to LESSOR all amounts due or assuming all rights and obligations of LESSEE under the Lease.

4. Upon 3 days prior notice to MORTGAGE HOLDER, MORTGAGE HOLDER will permit LESSOR to enter upon the Real Property for the purpose of exercising any right it may have under the terms of the Lease, or otherwise including, without limitation, the right to remove the Equipment; provided LESSOR indemnifies MORTGAGE HOLDER and holds it harmless from and against any other person, corporation or entity claiming to have any interest or title in or to the Equipment. MORTGAGE HOLDER agrees to such removal of Equipment. If LESSOR, in removing the Equipment damages any improvements of the MORTGAGE HOLDER on the Real Property, LESSOR will at its expense, cause same to be repaired.

5. This agreement shall be binding upon the heirs, successors and assigns of MORTGAGE HOLDER.

IN WITNESS WHEREOF, the undersigned has executed this instrument at
Crown Point, Indiana, this 16th
day of August, 1985
Document is the property of the Lake County Recorder!

PHOENIX LEASING INCORPORATED

By: Christy Aguirre
Name: Contract Administrator
Title: Christy Aguirre

Centier Bank
MORTGAGE HOLDER

By: Jack Esala
Signature Line
Name: Jack Esala
Type Name of Signer
Title: Vice President
Type Title of Signer

The foregoing Agreement must be acknowledged before a Notary Public and returned to: PHOENIX LEASING INCORPORATED, 2401 Kerner Boulevard, San Rafael, CA 94901, Attn. Asset Administration.



[Use one of the following acknowledgments if executed in states other than California]

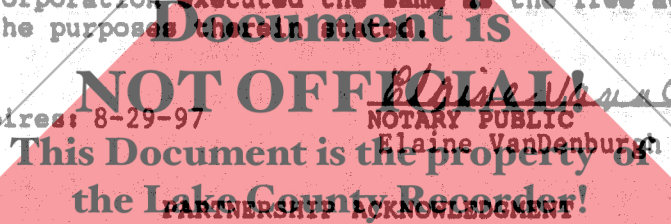
CORPORATE ACKNOWLEDGMENT

STATE OF Indiana)
) SS:
COUNTY OF Lake)

On this day of August, 1995 before me, a Notary Public in and for said County, personally appeared Jack Esala personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of the corporation that executed the within instrument, and acknowledged to me that he/she executed the within instrument on behalf of said corporation and that the within instrument was signed on behalf of said corporation by authority of its board of directors, and that the within named officer of said corporation executed the same as the free act and deed of said corporation for the purposes therein stated.

My commission expires: 8-29-97
[Notary Seal]

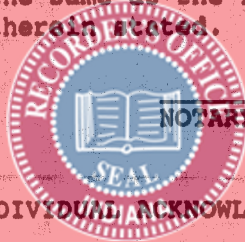
Elaine VanDenburgh
NOTARY PUBLIC
Elaine VanDenburgh



STATE OF _____)
) SS:
COUNTY OF _____)

On this day of , 19 , before me, a Notary Public in and for said County, personally appeared , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on behalf of said partnership and acknowledged to me that he (or she) executed the same as the free act and deed of said partnership for the purposes therein stated.

My commission expires:
[Notary Seal]



INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this day of , 199 , before me, a Notary Public in and for said County, personally appeared , known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.

Notary Public in and for the
State of _____
County of _____
My commission expires _____

(SEAL)

ORIGINAL

EXHIBIT A

LEGAL DESCRIPTION

Lot One Unit Two of the Crossroads of Hobart, a subdivision in Hobart, Lake County, Indiana, as shown in Plat Book 77, Page 53, in Lake County, Indiana.

Also Described as: That part of the West 1/2 of the Northwest 1/4 of Section 11, Township 35 North, Range 8 West of the Second Principal Meridian, being bounded and described as follows: Commencing at the Northwest corner of said Section 11; thence South 0 degrees 6 feet 52 inches East along the West line of the Northwest 1/4 of said Section 11, 685.00 feet; thence South 89 degrees 20 feet 10 inches East 40.00 feet to the East line of Mississippi Street and the Point of Beginning; thence South 0 degrees 6 feet 52 inches East along the East line of Mississippi Street, 170.00 feet; thence South 89 degrees 20 feet 10 inches East 340.00 feet; thence North 0 degrees 6 feet 52 inches West 170.00 feet; thence North 89 degrees 20 feet 10 inches West 340.00 feet to the Point of Beginning, in Lake County, Indiana.

