

**FILED**

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

OCT 17 1997

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MORRIS V. CARTER  
RECORDER

**SAM ORLICH  
AUDITOR LAKE COUNTY**

**AMENDMENT OF DECLARATIONS OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR WHISPERING OAKS TOWNHOMES, INC.**

27-629-1

This Amendment amends the Declarations of Covenants, Conditions, Restrictions and Easements, recorded the 12th day of January, 1995, made by Mercantile National Bank, as Trustee under Trust Agreement dated July 30, 1990 and known as Trust No. 5305.

Declarant desires to amend the original Exhibit A and annex additional property pursuant to Article XIII and Article XVII of the Declaration of Covenants, Conditions, Restrictions and Easements for Whispering Oaks Townhomes, Inc., recorded in the Office of the Recorder of Lake County, Indiana as Document No. 95002472 (hereinafter, Declaration);

Pursuant to its right to amend in the Declaration, Declarant hereby declares that all of the property described in Amended Exhibit A, attached hereto and incorporated herein, which includes additional real property, shall be held, sold and conveyed subject to the Declaration originally recorded as Document No. 95002472, which is for the purpose of protecting the value and desirability of and which shall run with the real property subjected to the Declaration which shall be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, successors in title, and assigns and shall inure to the benefit of each owner thereof.

Exhibit A attached to the Declaration of Covenants, Conditions, Restrictions and Easements for Whispering Oaks Townhomes, Inc. is hereby amended to include additional real property. Amended Exhibit A shall amend and replace the Exhibit A attached to the Declaration, recorded as Document No. 95002472.

Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed as of this 9th day of October, 1997.

**MERCANTILE NATIONAL BANK, as Trustee of  
aforesaid and not personally**

**BY: SEE SIGNATURE PAGE ATTACHED**

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1400  
to  
Su

T100r 800 213719

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**AMENDED EXHIBIT A**

**LEGAL DESCRIPTION**

All of Whispering Oaks Addition, Phase II, an addition to the Town of Highland, as per plat thereof, recorded in Plat Book 82, Page 59, in the Office of the Recorder of Lake County, Indiana.

AND

The North 1/2 of the South 1/2 of the Southeast 1/4 of Section 32, Township 36 North, Range 9 West of the Second Principal Meridian, in the Town of Highland, Lake County, Indiana, excepting therefrom that part platted as Herschbach Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 59 Page 22, in the Office of the Recorder of Lake County, Indiana. Also excepting therefrom that part platted as Torbatti's Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 69 Page 59, in the Office of the Recorder of Lake County, Indiana lying East of the following described line: commencing at the Northwest corner of the above described tract; thence south 89 degrees 14 Minutes 08 Seconds East on the North line of the South 1/2 of the Southeast 1/4 of Section 32-36-9 a distance of 1085.00 feet to the Point of Beginning; thence South 00 Degrees 45 Minutes 52 Seconds West a distance of 169.21 feet to a point; thence South 70 Degrees 29 Minutes 52 Seconds West a distance of 23.35 to a point; thence South 00 Degrees 45 Minutes 52 Seconds West a distance of 151.98 to a point; thence South 17 Degrees 53 Minutes 38 Seconds West a distance of 52.99 feet to a point; thence South 00 Degrees 45 Minutes 46 Seconds West a distance of 281.33 Feet to a point on the South line of the North 1/2 of the South 1/2 of the Southeast 1/4 of Section 32, said point being 1039.55 feet East of (as measured along the South line of the North 1/2 of the South 1/2 of the Southeast 1/4 of Section 32) the West line of the Southeast 1/4 of Section 32.

THIS AMENDMENT OF DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WHISPERING OAKS TOWNHOMES, INC. is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 30th day of July, 1990, creating Trust #5305; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the covenants, undertakings, representations, agreements, and liabilities, herein made are made and intend, not as personal covenants, undertakings, representations, agreements, and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, 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. MERCANTILE NATIONAL BANK OF INDIANA, 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.

Furthermore, the information contained in this instrument has been furnished the undersigned by the beneficiary/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, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a Trust Officer and its corporate seal hereunto affixed and attested by its Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE  
AFORESAID AND NOT PERSONALLY,

BY: Mary Ann Zembala  
Mary Ann Zembala Trust Officer

ATTEST:

James V. Bushemi  
James V. Bushemi, Trust Officer

STATE OF INDIANA )

COUNTY OF LAKE )

I, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mary Ann Zembala and James V. Bushemi of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and that James V. Bushemi did also then and there acknowledge that he, as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of October, 1997.

ADRIANA M. GONZALEZ  
My Commission Expires: 05/04/01

Adriana M. Gonzalez  
Notary Public

County of Residence: LAKE

Resident of Lake County