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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MORRIS V. CARTER  
RECORDER

**AMENDMENT TO REAL ESTATE MORTGAGE**

This Amendment to Real Estate Mortgage ("Amendment") is made and entered into effective as of the 26 day of September, 1997, by and between DOUGLAS POINTE DEVELOPMENT CORPORATION, an Indiana corporation ("Mortgagor") and AMERICAN SAVINGS, F.S.B., a federally chartered savings bank ("Mortgagee").

**RECITALS:**

A. Mortgagor has heretofore executed in the favor of Mortgagee a Real Estate Mortgage, Security Agreement, Collateral Assignment of Rents and Leases and Fixture Filing dated August 21, 1997, recorded August 22, 1997, as Instrument No. 97055515 in the office of the Recorder of Lake County, Indiana ("Mortgage").

B. Mortgagor and Mortgagee now wish to amend the Mortgage.

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00), the premises and covenants set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, as follows:

1. Capitalized terms used herein shall have the meanings subscribed to them in the Mortgage unless specifically defined herein.

2. The Mortgage is hereby amended to include the following provision:

The Declaration, in Section 9.6 thereof, provides that Mortgagor has the right on any transfer or transfers by Mortgagor of the Real Estate to cause the Real Estate to cease to be subject to the terms and conditions of the Declaration. Mortgagor hereby provides that such right to cause the Real Estate to cease to be subject to the terms and conditions of the Declaration shall be automatically effective on the foreclosure of the Mortgage or a deed in lieu thereof, and that at such time as the deed resulting from such foreclosure is recorded or a deed in lieu of foreclosure of the Mortgage is recorded, the Real Estate shall automatically and without further

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action on the part of Mortgagor cease to be subject to the terms and conditions of the Declaration, and the Mortgage shall act as an amendment to the Declaration removing the Real Estate from coverage thereunder.

The Mortgage as amended hereby remains in full force and effect as if restated herein.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Amendment as of the date first above written.

**MORTGAGOR:**

**DOUGLAS POINTE DEVELOPMENT  
CORPORATION, an Indiana corporation**

By: \_\_\_\_\_



(signature)

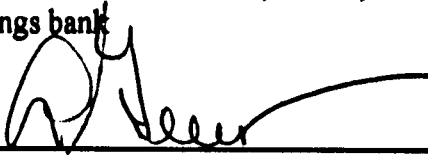
\_\_\_\_\_  
Larry N. Gough, President

(printed name and title)

**MORTGAGEE:**

**AMERICAN SAVINGS, F.S.B., a federally chartered  
savings bank**

By: \_\_\_\_\_



(signature)

\_\_\_\_\_  
L. Green, Sr. Vice President

(printed name and title)

STATE OF INDIANA )  
 )SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, personally appeared Larry N. Gough, the President of Douglas Pointe Development Corporation, an Indiana corporation, and acknowledged the execution of the foregoing instrument as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 5th day of September, 1997.

Philip C. Spahn  
Notary Public, State of Indiana  
Porter County  
My Commission Expires 10/19/99

[Handwritten Signature]  
(Signature)

\_\_\_\_\_  
(Printed name) Notary Public

My Commission Expires:  
\_\_\_\_\_  
\_\_\_\_\_

My County of Residence:  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF INDIANA )  
 )SS:  
COUNTY OF Lake )

Before me, a Notary Public in and for said County and State, personally appeared L. Green, the Sr. Vice President of American Savings, F.S.B., a federally chartered savings bank, and acknowledged the execution of the foregoing instrument as such officer acting for and on behalf of said bank.

Witness my hand and Notarial Seal this 26th day of September, 1997.

Jacqueline C. Mulvihill  
(Signature)

Jacqueline C. Mulvihill  
(Printed name) Notary Public

My Commission Expires:  
3/26/2000

My County of Residence:  
Lake

This instrument was prepared by Mark D. Grant, Ice Miller Donadio & Ryan, One American Square, Box 82001, Indianapolis, Indiana 46282; telephone: (317) 236-2100. ↑  
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