

After recording return to:

Pamela J Lyons  
Meltzer, Purtil & Stelle  
1515 East Woodfield  
Suite 250  
Schaumburg, Illinois 60173

98048358

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

98 JUN 26 AM 10:12

MORRIS W. GARDNER  
RECORDER

Property Index No. and  
Address:  
See Attached Exhibit A

463735 day 2732  
Meltzer, Purtil & Stelle

**FOURTH AMENDMENT TO MORTGAGE  
AND ASSIGNMENT OF RENTS AND LEASES**

Re: Columbia Plaza

<sup>20th</sup> THIS FOURTH AMENDMENT ("Fourth Amendment") is made as of this day of November, 1996 by and between COLUMBIA LIMITED PARTNERSHIP, an Indiana limited partnership ("Mortgagor") and COLE TAYLOR BANK, an Illinois state bank ("Mortgagee").

Document is the property of  
the Lake County Recorder!

**RECITALS**

Mortgagor and Mortgagee have entered into that certain Amended and Restated Mortgage Note ("Amended Note") pursuant to that certain Amended and Restated Finance and Construction Loan Agreement, of even date herewith ("Restated Loan Agreement") wherein Mortgagor and Mortgagee agreed to, among other things, increase the principal amount outstanding under that certain Mortgage Note ("Original Note") made by and between Mortgagor and Mortgagee as of December 24, 1992, from the original principal amount of \$5,940,000 to \$6,200,000, and also to extend the maturity date of said Original Note from December 30, 1993 to December 30, 1998. The Amended Note shall be and remains secured by the "Loan Documents" (as defined in the Restated Loan Agreement).

The Original Note is secured by that certain Mortgage and Security Agreement dated December 24, 1992, and recorded with the Lake County, Indiana Recorder on January 12, 1993, as Document No. 93002760 ("Mortgage") and that Assignment of Rents and Leases dated December 24, 1992, and recorded with the Lake County, Indiana Recorder on April 6, 1993, as Document No. 93021430 ("Assignment of Rents").

Subsequently, the Mortgage and Assignment of Rents was amended as follows:

Pursuant to the terms of that certain First Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases dated as of July 15, 1993, and recorded with the Lake County, Indiana Recorder on August 2, 1993, as Document No. 93049889 and re-recorded on August 11, 1993, as Document No. 93052521 ("First Mortgage Amendment");

Pursuant to the terms of that certain Second Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases dated as of September 1, 1993 and recorded with the Lake County Recorder ("Second Mortgage Amendment"); and

Chicago Title Insurance Company

30.00  
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ct

Pursuant to the terms of that certain Third Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases dated as of December 24, 1993 and recorded with the Lake County Recorder on February 7, 1994, as Document No.94009914 ("Third Mortgage Amendment").

Mortgagor and Mortgagee have again amended the Loan pursuant to the terms of that certain Amendment to Restated Loan Agreement, Amended Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Other Loan Documents dated as of even date herewith ("Fourth Amendment"), which increases the Loan Amount by \$300,000.00 ("Increased Loan Amount").

Mortgagor and Mortgagee once again desire to amend the Mortgage to reflect the Increased Loan Amount and the amendment of the Restated Loan Agreement, Amended Note, Security Agreement, the Guaranty, the Environmental Indemnity Agreement and the other Loan Documents as provided in the Fourth Amendment.

ACCORDINGLY, Mortgagor and Mortgagee hereby amend the Mortgage and Assignment of Rents as follows:

1. All references in the Mortgage and Assignment of Rents, as amended, to the Amended Note or any of the other Loan Documents (as defined in the Amended Note) shall be deemed to refer to the Amended Note and each of the Loan Documents, as amended pursuant to the terms of the Fourth Amendment ("Amended Loan Documents").
2. All references in the Amended Note and/or the Amended Loan Documents, as amended, to the Mortgage or the Assignment of Rents shall be deemed to refer to the Mortgage and Assignment of Rents as amended by this Fourth Amendment.
3. As amended hereby, the Mortgage and Assignment of Rents shall continue in full force and effect.

MORTGAGOR:

COLUMBIA LIMITED PARTNERSHIP, an  
Indiana limited partnership

By: COL, Inc., an Illinois corporation, its general  
partner

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

Its: President

ATTEST:

By: Michele Kowalek  
Its: Executive Asst

**MORTGAGEE:**

COLE TAYLOR BANK, an Illinois state bank

By: [Signature]  
Its: Vice President

ATTEST:

By: [Signature]  
Its: Vice President

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STATE OF ILLINOIS     }  
                                  }  
COUNTY OF COOK     }

I, undersigned, a Notary Public in and for the state and county aforesaid, do hereby certify that John F. Atkinson, the Vice President of COLE TAYLOR BANK (the "Mortgagee") who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P. and such Vice president appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as a free and voluntary act of said Mortgagee, for the uses and purposes herein set forth.

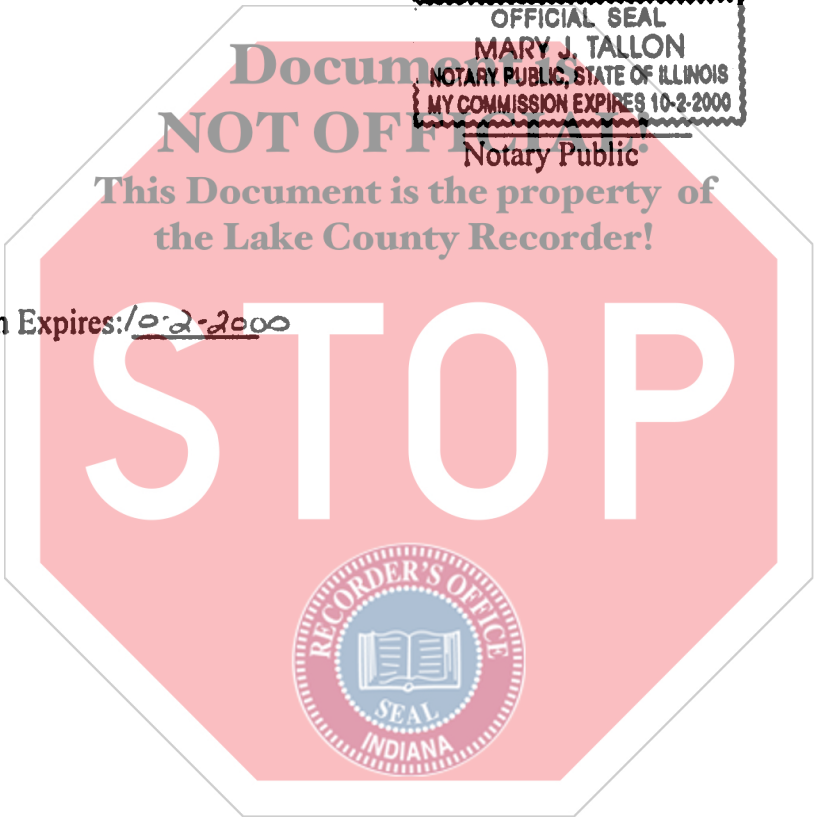
GIVEN under my hand and Notarial Seal this 27 day of November, 1996.

OFFICIAL SEAL  
MARY J. TALLON  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10-2-2000

Document  
NOT OFFICIAL  
Notary Public  
This Document is the property of  
the Lake County Recorder!

[SEAL]

My Commission Expires: 10-2-2000



STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK        )

I, ~~undersigned~~ a Notary Public in and for the state and county aforesaid, do hereby certify that John F. Atkinson, the Vice President of COLE TAYLOR BANK (the "Mortgagee") who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P. and such Vice president appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as a free and voluntary act of said Mortgagee, for the uses and purposes herein set forth.

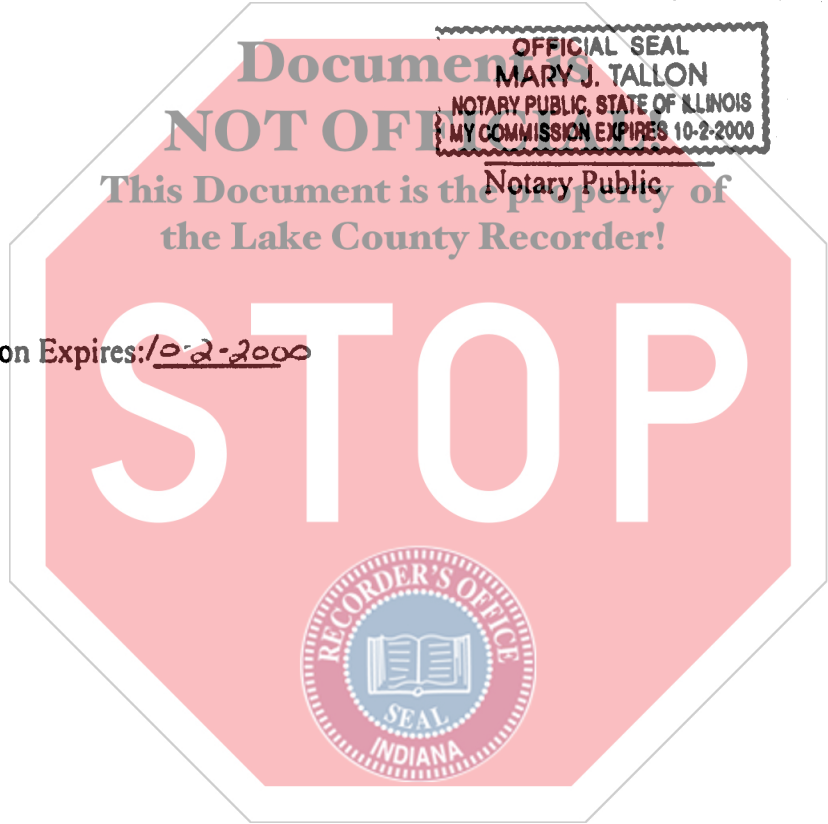
GIVEN under my hand and Notarial Seal this 27 day of November, 1996.

OFFICIAL SEAL  
MARY J. TALLON  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10-2-2000

Document  
NOT OFFICIAL  
This Document is the property of  
the Lake County Recorder!  
Notary Public

[SEAL]

My Commission Expires: 10-2-2000



STATE OF ILLINOIS )  
COUNTY OF COOK )

I, <sup>Donna Clare</sup> Hutcheon, a Notary Public in and for said County and State, do hereby certify that Herbert Szwartz, the Mortgagor and \_\_\_\_\_ the President of COL, Inc. ("General Partner"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act, as the free and voluntary act of the General Partner and of the Mortgagee, for the uses and purposes herein set forth.

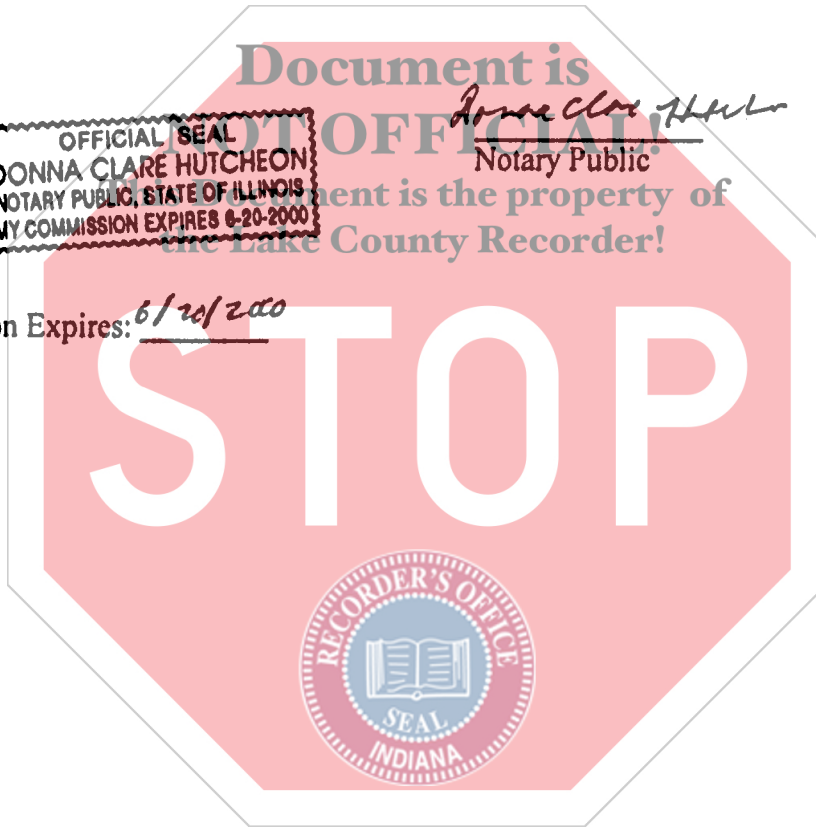
GIVEN under my hand and Notarial Seal this 2nd day of December, 1996.



*Donna Clare Hutcheon*  
Notary Public

[SEAL]

My Commission Expires: 6/20/2000



**EXHIBIT A**  
**LEGAL DESCRIPTION**





That part of the Southeast quarter of Section 6, Township 36 North, Range 9 West of the Second Principal Meridian in the City of Hammond, North Township, Lake County, Indiana, described as follows:

Beginning at the Southwest corner of the Southeast quarter of said Section 6 and running thence East along the South line of said Southeast quarter a distance of 920.02 feet; thence North at right angles to said South line a distance of 798.09 feet; thence West along a line parallel to the South line of said Southeast quarter a distance of 899.43 feet to the West line of said Southeast quarter; thence Southerly on the West line of said Southeast quarter a distance of 798.36 feet to the point of beginning,

except that part deeded to the City of Hammond for street purposes by Quit Claim Deed recorded October 23, 1975 as Document No. 322317, made by Minwick Centers of Indiana, Inc. (formerly known as Shop Lease Co. of Indiana Inc.) described as follows:

Beginning at a point 30.0 feet North and 30.0 feet East of the Southwest corner of the Southeast quarter of Section 6, Township 36 North, Range 9 West of the Second Principal Meridian; thence East on a line parallel to and 30.0 feet North of the South line of the Southeast quarter of said Section 6, a distance of 870.02 feet; thence North at right angles to the South line of the Southeast quarter of said Section 6, a distance of 2.0 feet; thence West on a line parallel to and 32.0 feet North of the South line of the Southeast quarter of said Section 6, a distance of 22.2 feet more or less to a point which is 898.0 feet East of the West line of the Southeast quarter of said Section 6; thence Northwesterly a distance of 120.13 feet more or less to a point, said point lying 37.5 feet North and 778.0 feet East of the Southwest corner of the Southeast quarter of said Section 6; thence West on a line parallel to and 37.5 feet North of the South line of the Southeast quarter of said Section 6; a distance of 400.0 feet to a point which is 377.0 feet East of the West line of the Southwest quarter of said Section 6; thence Northwesterly a distance of 146.90 feet to a point, said point lying 48.5 feet North and 231.5 feet East of the Southwest corner of the Southeast quarter of said Section 6; thence West on a line parallel to and 48.5 feet North of the South line of the Southeast quarter of said Section 6, a distance of 150.0 feet to a point which is 81.5 feet East of the West line of the Southwest quarter of said Section 6; thence Northwesterly a distance of 32.53 feet to a point, said point lying 71.5 feet North and 58.5 feet East of the Southwest corner of the Southeast quarter of said Section 6; thence North on a line parallel to and 58.5 feet East of the West line of the Southeast quarter of said Section 6, a distance of 150.0 feet; thence Northwesterly a distance of 136.26 feet more or less to a point, said point lying 357.5 feet North and 30.0 feet East of the Southwest corner of the Southeast quarter of said Section 6; thence South on a line parallel to and 30.0 feet East of the West line of the Southeast quarter of said Section 6, a distance of 327.5 feet to the place of beginning, being dedicated to the public as street right of way, consisting of 11,189.65 square feet more or less, all in the City of Hammond, Lake County, Indiana; Resolution No. 2377.



A part of the Southeast Quarter of Section 6, Township 36 North, Range 9 West of the Second Principal Meridian, in the City of Hammond, North Township, Lake County, Indiana, described as beginning at a point on the East line of the 50 foot wide dedicated East Half of Columbia Avenue and the North line of dedicated 30 foot wide Cleveland Street as described in Deed Record 1311, page 350, in the Recorder's Office, Lake County, Indiana, said point is found by going North 0 degrees 0 minutes 40 seconds East on the North-South centerline of said Section 6, a distance of 828.36 feet from the Southwest corner of said Southeast Quarter and thence North 88 degrees 32 minutes East 50.00 feet on the North line of dedicated Cleveland Street; thence continuing North 88 degrees 32 minutes East on the North line of dedicated Cleveland Street 265.10 feet; thence North 0 degrees 0 minutes 40 seconds East on a line parallel to and 120 feet East of the East line of a 20 foot wide alley dedicated with Hawkins Second Addition to Hammond as appears of record in Plat Book 20, page 51, in the Recorder's Office, Lake County, Indiana, a distance of 457.12 feet to the South line of dedicated Kenwood Street; thence West on the South line of dedicated Kenwood Street 120 feet to the East line of aforesaid 20-foot wide alley; thence South 0 degrees 0 minutes 40 seconds West 326.51 feet; thence North 89 degrees 38 minutes 40 seconds West on the South line of dedicated Moss Street, 145.00 feet to the East line of dedicated Columbia Avenue; thence South 0 degrees 0 minutes 40 seconds West 138.29 feet to the place of beginning.

A 1.86 parcel of land in that part of the Southeast Quarter of Section 6, Township 36 North, Range 9, West of the Second Principal Meridian, in the City of Hammond, North Township, Lake County, Indiana, described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 6, running thence North along the North-South centerline of said Section 6, a distance of 828.36 feet to a line parallel to and 30 feet North of the North line of Libby, McNeill & Libby property in Deed Record 836, pages 221 thru 229, in the Recorder's Office, Lake County, Indiana; thence North 88 degrees 32 minutes 00 seconds East on said 30-foot parallel line for a distance of 315.10 feet to the true point of beginning; thence continuing North 88 degrees 32 minutes 00 seconds East for a distance of 580.2 feet more or less to the west line of Willard Avenue dedicated by Deed Record 1311, page 350, in the Recorder's Office, Lake County, Indiana; thence North on said West line of Willard Avenue a distance of 140.0 feet to a line that is parallel to and 170.0 feet North of said North line of Libby, McNeill & Libby property; thence West on said 170-foot parallel line 580.2 feet more or less to a line parallel to and 120 feet East of the East line of a 20-foot wide alley dedicated with Hawkins Seconds Addition to Hammond as appears of record in Plat Book 20, page 51, in the Recorder's Office, Lake County, Indiana; thence South 00 degrees 00 minutes 40 seconds West on said 120-foot parallel line 140 feet to the point of beginning

EXHIBIT "A" (CONTINUED)

A 30-foot wide dedicated street known as Cleveland Street as recorded in Deed Record Book 1311, page 351, commencing at the East 50-foot right of way line of Columbia Avenue in the City of Hammond, North Township, Lake County, Indiana, said point of beginning and description from the Deed of Dedication being more particularly described as follows:

A parcel of land in the Southeast Quarter (SE 1/4) of Section 6, Township 36 North, Range 9, West of the Second Principal Meridian, in the City of Hammond, North Township, Lake County, Indiana, described as beginning at a point in the East line of Columbia Avenue in the North line of property owned by Libby, McNeill and Libby and described in Deed Record 836, pages 221, to 229, in the Recorder's Office, Lake County, Indiana; thence North 88 degrees 32 minutes East on said North line 838 feet, more or less, to the West line of here dedicated 50-foot wide Willard Avenue; thence North 0 degrees 09 minutes West on said West line of Willard Avenue 30 feet; thence Westerly parallel to and 30 feet Northerly of aforesaid 838-foot line, 838 feet, more or less, to the East line of Columbia Avenue; thence Southerly on the East 50-foot right of way line of Columbia Avenue 30 feet to the point of beginning.

This is a 30-foot wide prior dedication of Cleveland Street from the 50-foot East Right-of-Way Line of Columbia Avenue to the West line of 50-foot wide Willard Avenue, as dedicated aforesaid Deed Record 1311, pages 350 and 351, Lake County, Indiana Recorder's Office, 0.4 Acres.

