

AGREEMENT

98052579

98 JUL 10 PM 1:13

THIS AGREEMENT is entered into between The Linden House of Gary, Inc. (OWNER) and the Secretary of Housing and Urban Development (LENDER) to amend the Mortgage Note given by Owner to Lender on the 20th day of November, 1996, in the amount of \$3,386,000 which was secured by a mortgage of even date which was recorded on the 20th day of November, 1996, in the Office of the Recorder of Lake County, Indiana as Instrument #~~98076823~~ as follows:

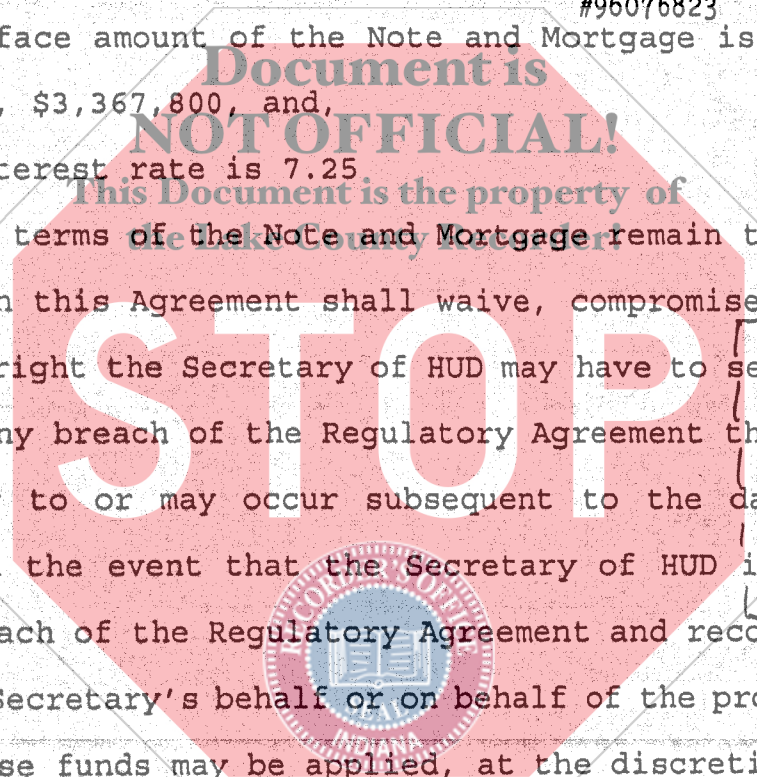
9805257932

(1) The face amount of the Note and Mortgage is amended to read, \$3,367,800, and,

(2) The Interest rate is 7.25

All other terms of the Note and Mortgage remain the same.

Nothing in this Agreement shall waive, compromise, impair or prejudice any right the Secretary of HUD may have to seek judicial recourse for any breach of the Regulatory Agreement that may have occurred prior to or may occur subsequent to the date of this Agreement. In the event that the Secretary of HUD initiates an action for breach of the Regulatory Agreement and recovers funds, either on the Secretary's behalf or on behalf of the project or the mortgagor, those funds may be applied, at the discretion of the



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
98 JUL 25 AM 11:57
MORTGAGE

LAWYERS TITLE INS. CORP.
ONE PROFESSIONAL CENTER
SUITE 218
CROWN POINT, IN 46307
62181

THIS DOCUMENT IS BEING RERECORDED TO CORRECT THE INSTRUMENT NUMBER.****

Handwritten signature and numbers:
1300
1200
15

Secretary of HUD, to payment of the delinquent amounts due under the mortgage or as a partial prepayment of the mortgage debt.

The Linden House of Gary, INC.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

(OWNER)

(LENDER)

By: Allen J. Smart

By: Willis E. Sly

Title: President Board of Directors

Title: Chief, Project Management

Date: 6/24/98

Date: 6/2/98

STATE OF ILLINOIS
INDIANA)
COUNTY OF COOK)

Document is NOT OFFICIAL!

On this 24th day of June, 1998, before me appeared Allen J. Smart and Willis E. Sly, who being known to me did state they are the President and the Chief, Project Management of Linden House of Gary, Inc. and that they executed this Agreement in their official capacities.

MY COMMISSION EXPIRES:



Shawn S. Magee
Notary Public
SHAWN S. MAGEE
Printed Name

Resides in COOK County

STATE OF INDIANA)
COUNTY OF MARION)



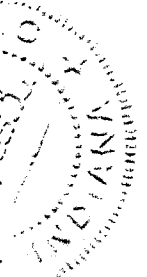
On this 2 day of June, 1998, before me appeared Willis E. Sly, who being known to me did state that he/she is the Chief Project Mgr Manager of the Indiana Office of the Department of Housing and Urban Development and that he/she executed this Agreement in his/her official capacity.

MY COMMISSION EXPIRES:

11/12/2000

Daniel J. Adams
Notary Public
Daniel J. Adams
Printed Name

Resides in Marion County



THIS DOCUMENT PREPARED BY THOMAS P. O'MALLEY, ATTORNEY-ADVISED,