

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

99088197

99 OCT 27 AM 9: 28

Cross Reference: Instrument #98089654 vs. V. CARTER
RECORDER

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (the "First Amendment") is entered into this 5th day of October, 1999, by Harrington Properties, Inc., a(n) Indiana Corporation, having its principal offices at 1300 Michigan Street, Gary, Indiana ("Mortgagor") and NATIONAL CITY BANK OF INDIANA, a national banking association, having its principal offices at 101 West Washington Street, Indianapolis, Indiana 46255 ("Mortgagee").

WHEREAS, the Mortgagor has previously granted a mortgage dated October 23, 1998 (the "Mortgage") on certain real estate (the "Mortgaged Premises") commonly known as 1300 Michigan St., Gary, Indiana, and which is legally described as follows:

See Exhibit "A" attached hereto and made a part hereof.

and which has been duly filed with the Recorder's Office of Lake County, Indiana on the 12th Day of November, 1998, as INSTRUMENT #98089654; and

WHEREAS, the Mortgage secures all present and future obligations of Mortgagor to Mortgagee; and

WHEREAS, Mortgagee has renewed, extended and refinanced Mortgagor's obligations to Mortgagee; and

NOW, THEREFORE, in consideration of the premises hereto, and in order to update and clarify the obligations

secured by the Mortgage, Mortgagee and Mortgagors hereby agree to amend the Mortgage as follows:

1. The following paragraph shall replace paragraph 2 on page 1 of the Mortgage:

Obligations Secured. This Mortgage is given to secure payment of the Subject Debt. "Subject Debt" means, collectively,

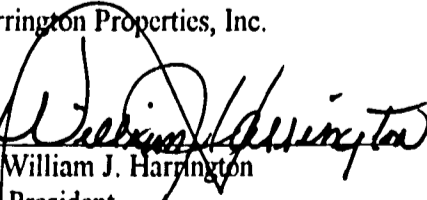
the principal of, interest on, fees, late charges, premiums, and other amounts owing under the Promissory Note made by Grantor on October 5, 1999, in the face amount of Four Hundred Thousand and No/100 dollars (\$400,000.00), and payable to the order of Bank,

and all amendments, modifications, extensions, and renewals of any thereof, and, in addition to the foregoing obligations, (a) the unpaid balances of any loan advances or other extensions of credit made to or for the account of Grantor on or after the date on which this Mortgage is delivered to the recorder for record, and all other Bank Debt of Grantor, to the extent that the total loan indebtedness secured by this Mortgage, exclusive of the interest thereon, does not at any time exceed one million dollars (\$1,000,000.00), (b) all unpaid advances of Bank with respect to the Premises for the payment of taxes, assessments, insurance premiums, or costs incurred in the protection or operation of the Premises, and (c) all other obligations of Grantor under this Mortgage.

All other terms and provisions of the Mortgage shall continue to remain in full force and effect.

WHEREFORE, the Mortgagor hereby executes this First Amendment to Mortgage, which shall be attached to and become a part of the Mortgage, on the day first written above.

"MORTGAGOR"
Harrington Properties, Inc.

By: 
William J. Harrington
President

State City Bank P.O. Box 1153 Dupont 44209

14.00
097037680
097037622

"MORTGAGEE"
NATIONAL CITY BANK OF INDIANA

By: Wayne H. Stelzer
Wayne Stelzer
Small Business Banking Officer

State of Indiana)
) SS:
County of Lake)

Before me, the undersigned, a Notary Public, in and for said County and State, this 5th day of October, 1999, personally appeared William J. Harrington, as President, having been duly sworn, acknowledged the execution of the foregoing First Amendment to Mortgage, and acknowledged the execution of the same to be his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 11/06/01
Residing in said county: Lake

State of Indiana)
) SS:
County of Lake)

Before me, the undersigned, a Notary Public, in and for said County and State, this 5th day of October, 1999, personally appeared Wayne Stelzer, as Small Business Banking Officer, of National City Bank of Indiana, having been duly sworn, acknowledged the execution of the foregoing First Amendment to Mortgage to be his voluntary act and deed on behalf of said Bank.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 11/06/01
Residing in said county: Lake

This instrument prepared by T. Coram.



Legal Description

PARCEL 1: A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 30.01 FEET ALONG THE WEST LINE OF SAID SECTION 11 TO THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE EAST 1,510.59 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE NORTH AT A DEFLECTION ANGLE TO THE LEFT OF 91 DEGREES 40 MINUTES 15 SECONDS, A DISTANCE OF 805.00 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MICHIGAN STREET BEING PARALLEL WITH THE WEST LINE OF SAID SECTION 11, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID EAST RIGHT-OF-WAY LINE 979.33 FEET TO THE SOUTH BOUNDARY OF A PARCEL OF LAND DEEDED TO BABBITT BROTHERS, INC., AND RECORDED UNDER DOCUMENT NO. 651133 ON NOVEMBER 19, 1981 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA; THENCE EAST 499.84 FEET ALONG SAID SOUTH BOUNDARY LINE TO THE WEST RIGHT-OF-WAY LINE OF TEXAS STREET EXTENDED NORTH; THENCE SOUTH 986.92 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF TEXAS STREET EXTENDED NORTH BEING PARALLEL WITH THE WEST LINE OF SAID SECTION 11 TO A LINE THAT IS PARALLEL WITH AND 805.00 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE, AS MEASURED ALONG THE SAID WEST RIGHT-OF-WAY LINE OF TEXAS STREET; THENCE WEST 500 FEET ALONG SAID LINE BEING PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE TO THE POINT OF BEGINNING.

PARCEL 2: A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 30.01 FEET ALONG THE WEST LINE OF SAID SECTION 11 TO THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE EAST 1450.57 FEET ALONG SAID RIGHT-OF-WAY TO THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE NORTH 400.0 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET BEING PARALLEL WITH THE WEST LINE OF SAID SECTION 11, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 510.75 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE WEST 360.0 FEET AT A DEFLECTION ANGLE TO THE LEFT OF 89 DEGREES 07 MINUTES 15 SECONDS; THENCE SOUTH 505.77 FEET ALONG A LINE PARALLEL WITH THE SAID WEST LINE OF SECTION 11; THENCE EAST 360.11 FEET AT A DEFLECTION ANGLE TO THE LEFT OF 88 DEGREES 19 MINUTES 45 SECONDS TO THE POINT OF BEGINNING.

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