

AMENDMENT TO LEASE AGREEMENT

2006 015001

THIS AMENDMENT TO LEASE AGREEMENT is made and entered into by and between the Housing Authority of the City of Gary, Indiana, hereinafter called Landlord, and NSA V Limited Partnership, an Indiana limited partnership, hereinafter called Tenant,

WITNESSETH:

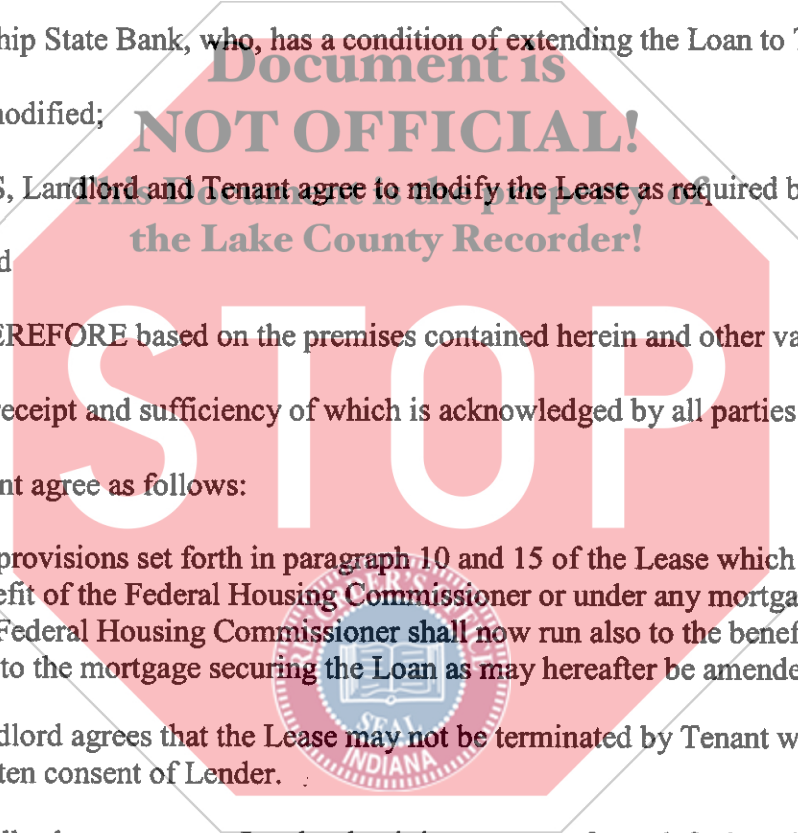
WHEREAS, Landlord and Tenant entered into a certain Lease Agreement dated June 14, 1983 (the "Lease") for certain property located in Lake County, State of Indiana, more fully described in the Lease Agreement; a Memorandum of which was recorded as Instr. No. 712348

WHEREAS, Tenant is now seeking a first mortgage loan in the original principal amount of One Hundred Eighty-Four Thousand and 00/100 Dollars (\$184,000.00) (the "Loan") from Greensfork Township State Bank, who, has a condition of extending the Loan to Tenant, requires that the Lease be modified;

WHEREAS, Landlord and Tenant agree to modify the Lease as required by the Lender as set forth herein; and

NOW, THEREFORE based on the premises contained herein and other valuable consideration, the receipt and sufficiency of which is acknowledged by all parties hereto, Landlord and Tenant agree as follows:

1. All provisions set forth in paragraph 10 and 15 of the Lease which run to the benefit of the Federal Housing Commissioner or under any mortgage insured by the Federal Housing Commissioner shall now run also to the benefit of Lender and to the mortgage securing the Loan as may hereafter be amended or modified.
2. Landlord agrees that the Lease may not be terminated by Tenant without the prior written consent of Lender.
3. Landlord represents to Lender that it is unaware of any default under the Lease as of the date hereof.
4. Landlord and Tenant agree that Lender shall be an express third party beneficiary of the terms and provisions of this Amendment to Lease Agreement and of the Lease.



STATE OF INDIANA
LAKE COUNTY
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5. All other terms and provisions of the Lease shall remain unchanged.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment to Lease Agreement to be effective as of the date set forth above.

HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA

By: Steven W. [Signature]
Authorized Officer

NSA V LIMITED PARTNERSHIP,
an Indiana limited partnership

By: _____
Robert Farmer, General Partner

STATE OF Indiana)
COUNTY OF Lake)

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

Before me, a Notary Public in and for said County and State, personally appeared Estelle Brooks, known to be a Authorized Officer of the Housing Authority of the City of Gary, Indiana, and acknowledged the execution of the Amendment to Lease Agreement.

Witness my hand and Notarial Seal, this 2nd day of February, 2006.

Terry Brown Collins
Notary Public - Signature
Terry Brown Collins
Notary Public - Printed

My Commission Expires:
5/31/10

My County of Residence:
Lake



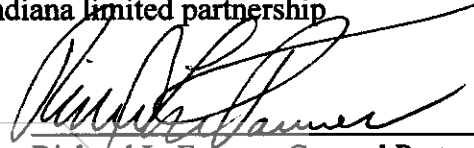
5. All other terms and provisions of the Lease shall remain unchanged.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment to Lease Agreement to be effective as of the date set forth above.

HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA

By: _____
Authorized Officer

NSA V LIMITED PARTNERSHIP,
an Indiana limited partnership

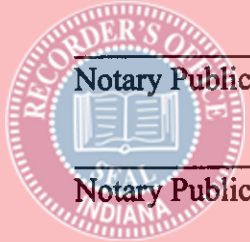
By: 
Richard L. Farmer, General Partner

STATE OF _____
COUNTY OF _____



Before me, a Notary Public in and for said County and State, personally appeared _____, known to be a _____ of the Housing Authority of the City of Gary, Indiana, and acknowledged the execution of the Amendment to Lease Agreement.

Witness my hand and Notarial Seal, this _____ day of February, 2006.



Notary Public - Signature

Notary Public - Printed

My Commission Expires:

My County of Residence:

STATE OF OHIO _____)
) SS:
COUNTY OF STARK _____)

Before me, a Notary Public in and for said County and State, personally appeared Richard L. Farmer, known to be a General Partner of the NSA V Limited Partnership, an Indiana limited partnership, and acknowledged the execution of the Amendment to Lease Agreement.

Witness my hand and Notarial Seal, this 22 day of February, 2006.

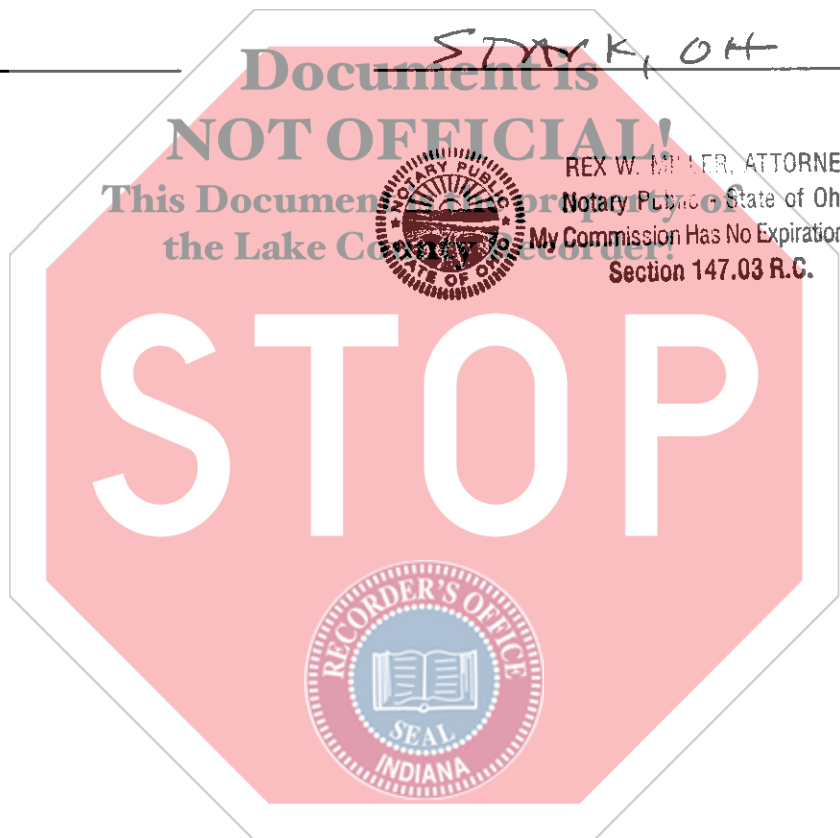

Notary Public - Signature

REX W MILLER
Notary Public - Printed

My Commission Expires:

My County of Residence:

_____ STARK, OH _____



Prepared by John W. Hamilton, Wooden & McLaughlin LLP, One Indiana Square, Suite 1800, Indianapolis, Indiana 46204.

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SERIAL 11713
LAKELAND, OH

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Sherry Meiss
Signature of Declarant

Sherry Meiss
Printed Name of Declarant