

1633

AGREEMENT FOR TERMINATION OF
FACAL, LEASE & Easement Lot 6
and a lot or parcel of land 24
feet in width, north and
south, taken off of and from
the entire length of the south
side of lot 5.

1633

AGREEMENT FOR TERMINATION OF
FACAL LEASE & Easement Lot 6
and a lot or parcel of land 24
feet in width, north and
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side of lot 5.

Howe Ord of Sub-Trusts

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9311711

Key Nos. 18-1002-0044
18-1002-0044A

AGREEMENT FOR TERMINATION OF FACADE
LEASE, FORGIVENESS OF RENT, AND TERMINATION
OF FACADE EASEMENT

This Agreement, entered into this 24TH day of AUGUST,
1992, by and between the City of South Bend, Indiana, hereinafter
referred to as "the City," and Trust No. 30560, an Indiana general
partnership, hereinafter referred to as "Trust"

WITNESSETH:

WHEREAS, the Trust, by way of a facade easement dated July 1,
1985, and recorded in the Office of the St. Joseph County Recorder on
July 8, 1985, as Instrument Number 8513289, hereinafter referred to
as the Facade Easement, conveyed to the City an interest in the
following described real estate situated in St. Joseph County,
Indiana:

Lot Numbered Six (6) and a lot or parcel of land
twenty-four (24) feet in width, north and south,
taken off of and from the entire length of the
south side of Lot Numbered Five (5), all as shown
on the Original Plat of the City of South Bend,
Indiana,

consisting of an easement over the exterior facade of the building
located on the above-described real estate, which easement was deemed
to run with the land as a servitude until terminated; and

WHEREAS, the City and the Trust have entered into a lease
agreement dated December 16, 1986, hereinafter referred to as the
Facade Lease, under the terms of which the City leased to the Trust
the exclusive use of the Facade; and

WHEREAS, the City and the Trust are parties to a Real Estate
Purchase and Sale Contract, dated June 8, 1992, under the terms of
which the South Bend Redevelopment Authority agrees to purchase from
the Trust, and the Trust agrees to sell to the South Bend
Redevelopment Authority, the above-described property; and

WHEREAS, one of the items of consideration flowing to the Trust
under the Real Estate Purchase and Sale Agreement is the termination
of the Facade Lease and forgiveness of the rental due thereunder; and

WHEREAS, the City and the Trust have determined that termination
of the Facade Lease, forgiveness of any and all unpaid rental
payments due thereunder, and termination of the Facade easement are
in their best interests.

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NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AND BENEFITS CONFERRED HEREBY, THE CITY AND THE TRUST AGREE AS FOLLOWS:

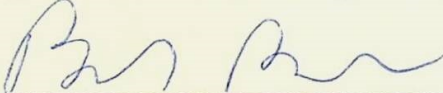
1. That to the extent the same is necessary, the Facade Lease and Facade Easement are hereby amended to allow for the termination of the Facade Lease and forgiveness of the rental due thereunder, and for the termination of the Facade Easement, all under the terms and conditions hereof.

2. That effective upon the closing of the purchase by the South Bend Redevelopment Authority from the Trust of the above-described real property, the Facade Lease shall be and is hereby terminated and any and all unpaid rental due thereunder forgiven, and the Facade Easement shall be and hereby is terminated: Provided, however, that if said closing has not taken place on or before September 1, 1992, this Agreement shall be of no force and effect.

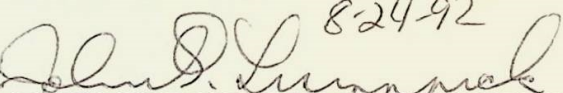
IN WITNESS WHEREOF, the undersigned hereto have executed this Agreement the date first written above.

TRUST NO. 30560, AN
INDIANA GENERAL PARTNERSHIP


CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



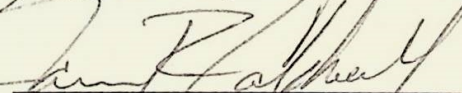
Bruce R. Bahgroft, Partner

8-24-92



John Leszczynski



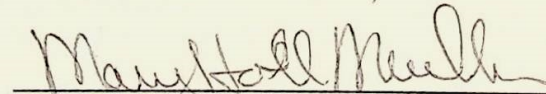
William H. Furry, Partner



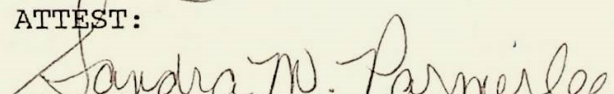
James R. Caldwell



James E. Childs, Partner



Mary Hall Mueller

ATTEST:


Sandra M. Parmerlee, Clerk

This Agreement was prepared by Jenny Pitts Manier, Chief Assistant City Attorney, 1400 County City Building, South Bend, IN 46601.

ST. JOSEPH CO. RECORDER

FILE NO. MARIANNE SEACH RECORDED

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ST. JOSEPH CO.

FILED RECORD

INDEXED

that effective upon the closing of the purchase by the south
development Authority from the Trust of the above-described
party, the facade lease shall be and is hereby terminated and
all unpaid rental due thereunder forgiven and the facade
lease shall be and hereby is terminated. However, that
if said closing has not taken place on or before September 1, 1993,
this agreement shall be of no force and effect.

This Agreement was prepared by [Name] Attorney, 100 County City [Address], South Bend, IN 46601.

[Faint signatures and text, likely representing the parties to the agreement]

This Agreement was prepared by [Name] Attorney, 100 County City [Address], South Bend, IN 46601.

COPIES-FAÇADE

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