

RECORDATION REQUESTED BY:

CIB BANK
FRANKFORT BRANCH
20527 LAGRANGE ROAD
FRANKFORT, IL 60423

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WHEN RECORDED MAIL TO:

CIB BANK
FRANKFORT BRANCH
20527 LAGRANGE ROAD
FRANKFORT, IL 60423

FOR RECORDER'S USE ONLY

This Landlord's Consent prepared by:

LANDLORD'S CONSENT

921-6335
TICOR TITLE INSURANCE

THIS LANDLORD'S CONSENT is entered into among EAST CHICAGO CHECK CASHIERS, INC. ("Borrower"), whose address is 1402 COLUMBUS DR., EAST CHICAGO, IN 46312; CIB BANK ("Lender"), whose address is FRANKFORT BRANCH, 20527 LAGRANGE ROAD, FRANKFORT, IL 60423; and Mercantile National Bank of Indiana, a United States Corporation, as Trustee under the terms and provisions of a certain Trust Agreement, dated the 22nd day of February, 1993, and known as Trust Number 5704 ("Landlord"), whose address is 300 W. Ridge Road, Gary, IN 46408. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

COLLATERAL DESCRIPTION. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposits accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now owned or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments, general intangibles and accounts proceeds) of or relating to the foregoing property.

BORROWER'S ASSIGNMENT OF LEASE. Borrower hereby assigns to Lender all of Borrower's rights in the

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M.H.
JH

Lease, as partial security for the Loan. The parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed.

CONSENT OF LANDLORD. Landlord consents to the above assignment. If Borrower defaults under the Loan or the Lease, Lender may reassign the Lease, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation the obligation to remain fully liable for all obligations of Borrower as lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

LEASE DEFAULTS. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default. As provided for under Section 9.1 of the Lease, Lender may, at any time, terminate the Lease, if the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

DISCLAIMER OF INTEREST. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

ENTRY ONTO PREMISES. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement: This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness.

**LANDLORD'S CONSENT
(Continued)**

AMENDMENTS. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

NO WAIVER BY LENDER. ~~Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Landlord, shall constitute a waiver of any of Lender's rights or of any of Landlord's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.~~ *See attached Substitute Provision.

SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Landlord's Consent, as this Landlord's Consent may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Consent from time to time.

Borrower. The word "Borrower" means EAST CHICAGO CHECK CASHIERS, INC., and all other persons and entities signing the Note in whatever capacity.

Collateral. The word "Collateral" means all of Borrower's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Landlord. The word "Landlord" means Mercantile National Bank of Indiana, a United States Corporation, as Trustee under the terms and provisions of a certain Trust Agreement, dated the 22nd day of February, 1993, and known as Trust Number 5704, and is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

Lease. The word "Lease" means that certain lease of the Premises, dated April 24, 2001, between Landlord and Borrower.

Lender. The word "Lender" means CIB BANK, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

Premises. The word "Premises" means the real property, and legally described as:

LOTS 16, 17, 18 AND 19 IN BLOCK 1 IN SECOND SOUTH BROADWAY ADDITION TO GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 7 PAGE 17, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPT THE WEST 17 FEET OF SAID LOTS DEEDED FOR THE WIDENING

LANDLORD'S CONSENT (Continued)

OF BROADWAY..

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S CONSENT, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED MARCH 7, 2002.

BORROWER:

EAST CHICAGO CHECK CASHIERS, INC.

By:

ROBERT WOLFBERG, President of EAST CHICAGO CHECK CASHIERS, INC.

CASHIERS, INC.

By:

DANIEL WOLFBERG, Secretary of EAST CHICAGO CHECK CASHIERS, INC.

LANDLORD:

MERCANTILE NATIONAL BANK OF INDIANA, A UNITED STATES CORPORATION, AS TRUSTEE UNDER THE TERMS AND PROVISIONS OF A CERTAIN TRUST AGREEMENT, DATED THE 22ND DAY OF FEBRUARY, 1993, AND KNOWN AS TRUST NUMBER 5704

THE SIGNATURES ABOVE REVERSED

By:

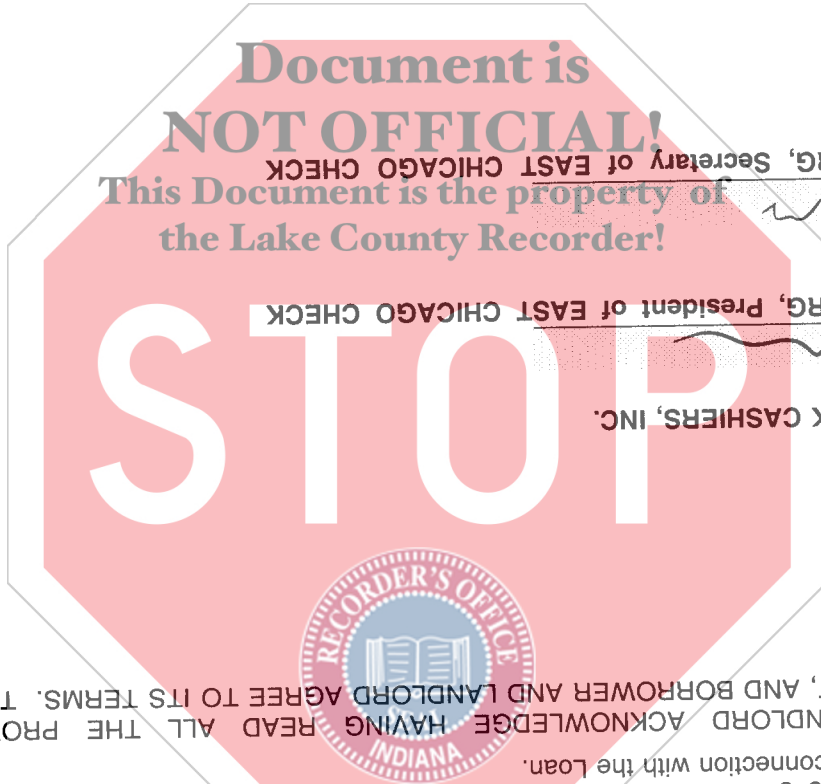
Authorized Signer for Mercantile National Bank of Indiana, a United States Corporation, as Trustee under the terms and provisions of a certain Trust Agreement, dated the 22nd day of February, 1993, and known as Trust Number 5704

LENDER:

CIB BANK

Authorized Officer

X



SUBSTITUTE PROVISION

CONSENT OF LANDLORD, Landlord consents to the above assignment. If Borrower defaults under the lease, Lender may reassign the Lease and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. In the event that Lender takes possession of the premises for purposes of liquidating its collateral, Lender agrees to be liable for rent to Landlord during said time of possession pursuant to the Lease Terms. In the event that Landlord attempts to assign this Lease as part of a transfer of its collateral, Landlord's consent to the assignment shall be required. Said consent shall not be unreasonably withheld. However, Lender shall not be relieved of any obligations under the Lease after assignment unless specifically agreed to in writing as part of said assignment. Whether or not Lender enters into possession of the premises for any purpose, Borrower will remain liable for all obligations in addition to Landlord as Lessee under this Lease. While Lender is in possession of the premises, Lender will cause all payments due under the Lease and attributable to the period of time to be made to the Landlord. If Lender reassigns the Lease or vacates the premises and waives any security interest that it has in and to the premises Lender will have no further obligation to Landlord.





CORPORATE ACKNOWLEDGMENT

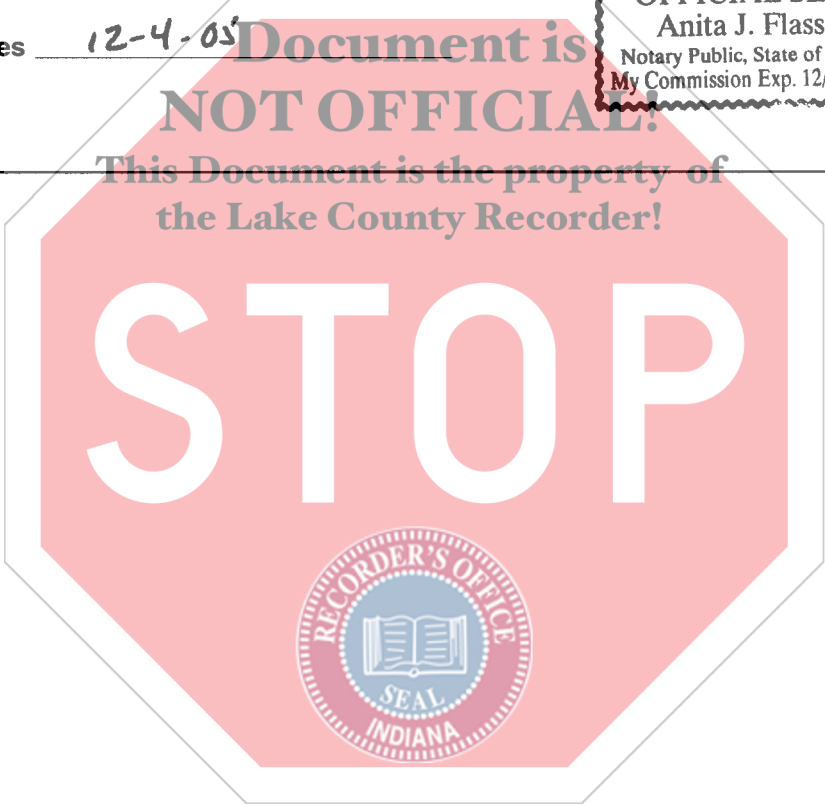
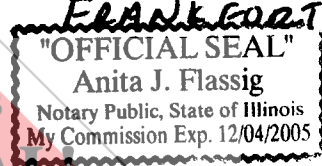
STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

On this 2ND day of APRIL, 2002 before me, the undersigned Notary Public, personally appeared **ROBERT WOLFBERG, President and DANIEL WOLFBERG, Secretary of EAST CHICAGO CHECK CASHIERS, INC.**, and known to me to be authorized agents of the corporation that executed the Landlord's Consent and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By Anita J. Flassig Residing at 20527 S. LAGRANGE RD.
FRANKFORD IL 60423

Notary Public in and for the State of ILLINOIS

My commission expires 12-4-05



**LANDLORD'S CONSENT
(Continued)**

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____



)
) SS
)

On this _____ day of _____ before me, the undersigned Notary Public, personally appeared _____

, and known to me to be (an) authorized agent(s) of the corporation that executed the and acknowledged the to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this and in fact executed the on behalf of the corporation.
By _____ Residing at _____

Notary Public in and for the State of _____ My commission expires _____
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LANDLORD'S CONSENT
(Continued)

LENDER ACKNOWLEDGMENT

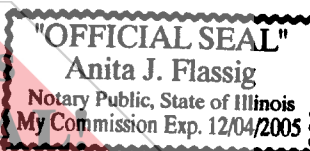
STATE OF ILLINOIS)
)
) SS
COUNTY OF WILL)

On this 2ND day of APRIL, 2002 before me, the undersigned Notary Public, personally appeared PAUL NICOLA and known to me to be the SR.V.P., authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Anita J. Flassig Residing at 20527 S. LAGRANGE RD.
FRANKFORD, IL 60423

Notary Public in and for the State of ILLINOIS

My commission expires 12-4-05



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This LANDLORD'S CONSENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated February 22, 1993, creating trust number 5704; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations, agreements and liabilities, herein made are made and are intended, not as personal covenants, undertakings, representations, agreements and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the "Act") as amended from time to time or any other federal, state or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally, is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein, the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

Furthermore, the information contained in this instrument has been furnished to the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by an Assistant Vice President and Trust Officer and attested by its Assistant Vice President and Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE
AFORESAID AND NOT PERSONALLY

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the Lake County Recorder

By: Kristen Mallory
Kristen Mallory, Assistant Vice President and Trust Officer

ATTEST:

Alicia Tassar
Alicia Tassar, Vice President
and Trust Officer

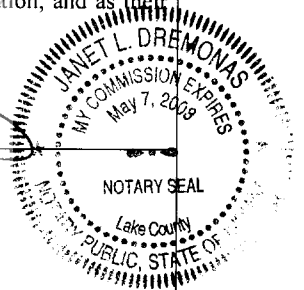
STATE OF INDIANA, COUNTY OF LAKE) s.s.

Before me, a Notary Public in and for said County, in the State aforesaid, personally appeared before me, **Kristen Mallory**, Assistant Vice President and Trust Officer, and Alicia Tassar, Vice President & Trust Officer, of **MERCANTILE NATIONAL BANK OF INDIANA**, a national banking association, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said national banking association, and as their free and voluntary act, on behalf of said national banking association, as Trustee.

Given under my hand and notarial seal this 2ND day of April, 2002.

Signed: Janet L. Dremonas
Janet L. Dremonas, Notary Public

Prepared by Kristen Mallory, Ass't V.P. & Tr. Officer



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