

2002 042122

2002 APR 10 9:02

RECORDATION REQUESTED BY:

CIB BANK
FRANKFORT BRANCH
20527 LAGRANGE ROAD
FRANKFORT, IL 60423

WHEN RECORDED MAIL TO:

CIB BANK
FRANKFORT BRANCH
20527 LAGRANGE ROAD
FRANKFORT, IL 60423

921-6335
TICOR TITLE INSURANCE

LANDLORD'S ESTOPPEL CERTIFICATE

THIS LANDLORD'S ESTOPPEL CERTIFICATE dated March 7, 2002, is made and executed among East Chicago Check Cashiers, Inc.; 1402 Columbus Dr.; East Chicago, IN 46312 ("Grantor"); CIB BANK, FRANKFORT BRANCH, 20527 LAGRANGE ROAD, FRANKFORT, IL 60423 ("Lender"); and Mercantile National Bank of Indiana, Trustee of Trust Number 5704; 215 Main; Chicago, IL ("Landlord").

Grantor and Lender have entered into, or are about to enter into, a financial transaction whereby Lender has acquired or will acquire a security interest or other lien on Grantor's leasehold interest in the Property described below.

To induce Lender to extend one or more loans or other financial accommodations to Grantor against such security interest in the Property and for other valuable consideration, with knowledge that Lender is relying thereon, Landlord and Grantor hereby agree with Lender as follows:

THE LEASE. Landlord has leased the Property to Grantor pursuant to a lease (the "Lease") dated _____

REAL PROPERTY DESCRIPTION. The Lease covers the following described real property, together with all improvements thereon (the "Real Property") located in Lake County, State of Indiana:

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



21-
nyh
H2

COUNTY, INDIANA, EXCEPT THE WEST 17 FEET OF SAID LOTS DEEDED FOR THE WIDENING OF BROADWAY

The Real Property or its address is commonly known as 3765-71 Broadway, Gary, IN 46409-1501.

ESTOPPEL. Lender and Grantor hereby jointly and severally represent and warrant to Lender that:

Lease in Effect. The Lease (i) has been duly executed and accepted by Lender and Grantor, (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally, except as reflected in the copy of the Lease provided to Lender.

No Default. As of the date of this Certificate, (i) all conditions and obligations to be performed by either Lender or Grantor under the Lease, to the date hereof, have been satisfied; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of either Lender or Grantor under the Lease, including any against rents due or to become due under the terms of the Lease.

Entire Agreement. The Lease constitutes the entire agreement between Lender and Grantor with respect to the Lease of the Property.

No Prepaid Rent. No deposits or prepayments of rent have been made in connection with the Lease, except as may be described above in the summary description of the Lease.

AGREEMENTS. Lender and Grantor hereby jointly and severally agree with Lender that, during all such times as Lender is the beneficiary of the security interest in the Property described above:

Modification, Termination and Cancellation. Lender and Grantor will not consent to any modification, termination or cancellation of the Lease unless Lender's consent is hereof in writing.

Notice of Default. Lender will notify Lender in writing concurrently with any notice given to Grantor of any breach or default on the part of Grantor under the Lease, and Lender agrees that Lender shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Lender will not declare a default of the Lease, if Lender cures such default within thirty (30) days from and after expiration of the time period provided in the Lease for the cure thereof by Grantor. *SAID TIME PERIODS*

~~provided, however, that if such default cannot be cured by Lender within such thirty (30) day period, the commencement of action by Lender within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence.~~

MISCELLANEOUS PROVISIONS. This Certificate shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Certificate. This Certificate shall be governed by and construed in accordance with the laws of the State of Indiana. If Lender is other than an individual, any agent or other person executing this Certificate on behalf of Lender represents and warrants to Lender that he or she has full power and authority to execute this Certificate on Lender's behalf. Lender shall not be deemed to have waived any rights under this Certificate unless such waiver is 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 Certificate shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision.

LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

GRANTOR AND LANDLORD EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S ESTOPPEL CERTIFICATE, AND EACH AGREES TO ITS TERMS. THIS CERTIFICATE IS DATED MARCH 7, 2002.

GRANTOR:

EAST CHICAGO CHECK CASHIERS, INC.

By: [Signature]
Robert Wolfberg, President of East Chicago Check Cashiers, Inc.

By: [Signature]
Daniel Wolfberg, Secretary of East Chicago Check Cashiers, Inc.

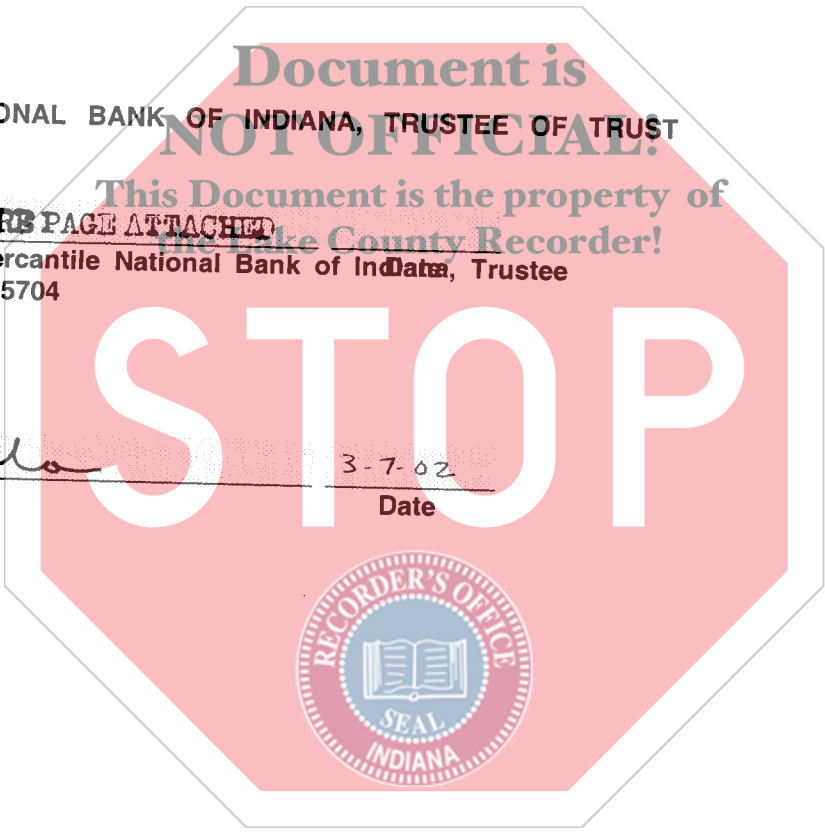
LANDLORD:

MERCANTILE NATIONAL BANK OF INDIANA, TRUSTEE OF TRUST NUMBER 5704

By: [Signature]
Signature for Mercantile National Bank of Indiana, Trustee of Trust Number 5704

LENDER:

X [Signature] 3-7-02
Authorized Officer Date



LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF WILL



7th

day of MARCH

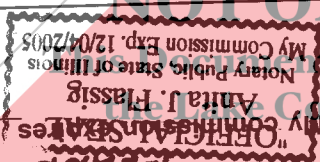
2012, before me, the undersigned Notary

On this

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 Estoppel Certificate and acknowledged the Certificate 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 Certificate and in fact executed the Certificate on behalf of the corporation.

By *Robert Wolfberg*

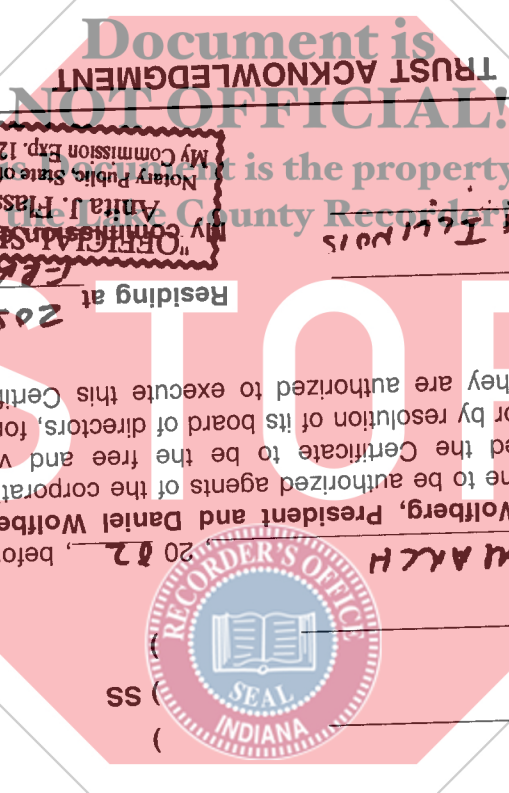
Notary Public in and for the State of Illinois



12-4-05

Residing at

20527 S. LAGANAGE RD.



STATE OF

COUNTY OF

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____

and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the and acknowledged the to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

Residing at _____

My commission expires _____

Notary Public in and for the State of _____

By _____

This LANDLORD'S ESTOPPEL CERTIFICATE 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

This Document is the property of

By: *Kristen Mallory*

Kristen Mallory, Assistant Vice President and Trust Officer

ATTEST:

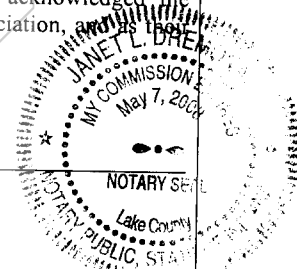
Alicia Tassar
Alicia Tassar, Vice President
and Trust Officer

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: *[Signature]*
Janet L. Dremonas, Notary Public



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

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

STOP



LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

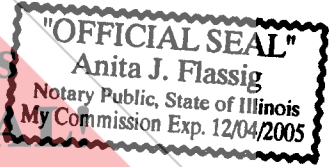
LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF WILL) SS
)

On this 7th day of MARCH, 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
Notary Public in and for the State of ILLINOIS

Residing at 20527 S. LAGRANGE RD.
FRANKFORT IL 60423
My commission expires 12-4-05



Document is NOT OFFICIAL

This Landlord's Estoppel Certificate was prepared by: _____





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FRANKFORT, IL 60423

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