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MICHAELA BROWN
RECORDER

RECORDATION REQUESTED BY:

Tina M. Jacobs, Esq.
JONES & JACOBS
77 West Washington Street
Suite 2100
Chicago, Illinois 60602

WHEN RECORDED MAIL TO:

Tina M. Jacobs, Esq.
JONES & JACOBS
77 West Washington Street
Suite 2100
Chicago, Illinois 60602

SEND TAX NOTICES TO:

MEG CROWN POINT DEVELOPMENT LLC
c/o WexTrust Capital
333 West Wacker Drive, Suite 1600
Chicago, Illinois 60606
Attn: Mr. Matthew E. Gurvey, Manager

Document is
NOT OFFICIAL!
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the Lake County Recorder!

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT is made as of the 29th day of July, 2006, by and between MEG CROWN POINT DEVELOPMENT LLC, a Delaware limited liability company ("**Borrower**"), and HERITAGE COMMUNITY BANK, an Illinois banking corporation ("**Lender**").

WITNESSETH:

WHEREAS, on or about November 29, 2005, Lender made a construction loan (the "**Loan**") to Borrower in the principal amount of THREE MILLION EIGHT HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$3,815,000.00) to finance the acquisition and construction of site improvements on a 2.5-acre parcel of real property, and to finance the construction and development of an 11,760-square-foot retail shopping center on a portion of the real property (the "**Project**") upon the real estate located at the Southeast corner of Summit and Main Streets in Crown Point, Lake County, Indiana, as legally described on Exhibit A attached hereto (the "**Land**"); and

WHEREAS, the Loan is evidenced and secured by the following instruments, each dated as of November 29, 2005, unless otherwise noted (the "**Loan Instruments**"): 3400
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1. Construction Loan Agreement between Borrower and Lender (the “**Loan Agreement**”);
2. Construction Note executed by Borrower and payable to Lender in the principal amount of THREE MILLION EIGHT HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$3,815,000.00) (the “**Note**”);
3. Construction Mortgage executed by Borrower, as Grantor, to and for the benefit of Lender covering the Land, and recorded in the Lake County Recorder’s Office, Lake County, Indiana, on December 8, 2005, as Document No. 2005-107774 (the “**Mortgage**”);
4. Assignment of Rents and Leases executed by Borrower, as Assignor, and Lender, as Assignee, recorded in the Lake County Recorder’s Office, Lake County, Indiana, on December 8, 2005, as Document No. 2005-107775 (the “**Assignment of Rents**”);
5. Guaranty executed by the guarantor of the Loan (the “**Guarantors**”) to and for the benefit of Lender;
6. Guaranty of Completion and Performance executed by Guarantor to and for the benefit of Lender;
7. Environmental Indemnity Agreement covering the Land executed by Borrower and Guarantor to and for the benefit of Lender;
8. Collateral Assignment of Architect’s Contract executed by Borrower to and for the benefit of Lender;
9. Collateral Assignment of Construction Contract executed by Borrower to and for the benefit of Lender;
10. Collateral Assignment of Agreement of Purchase and Sale executed by Borrower, as Assignor, and Lender;
11. UCC Financing Statement recorded in the Lake County Recorder’s Office, Lake County, Indiana, on December 9, 2005, as Document No. 2005-001100;
12. Junior Mortgage executed by Guarantor, as Mortgagor, to and for the benefit of Lender (the “**Glencoe Mortgage**”), and covering the real property located at 708 Appletree Lane, Glencoe, Cook County, Illinois 60022 (unrecorded);
13. Disbursement Authorization; and
14. Any and all other documents or instruments given at any time to evidence and secure the Loan.

WHEREAS, as of the date of this Agreement, there is an outstanding principal balance on the Loan in the amount of TWO MILLION SIX HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED NINETY-EIGHT AND 88/100 DOLLARS (\$2,649,598.88); and

WHEREAS, Lender and Borrower have agreed to modify and amend the Loan Instruments as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

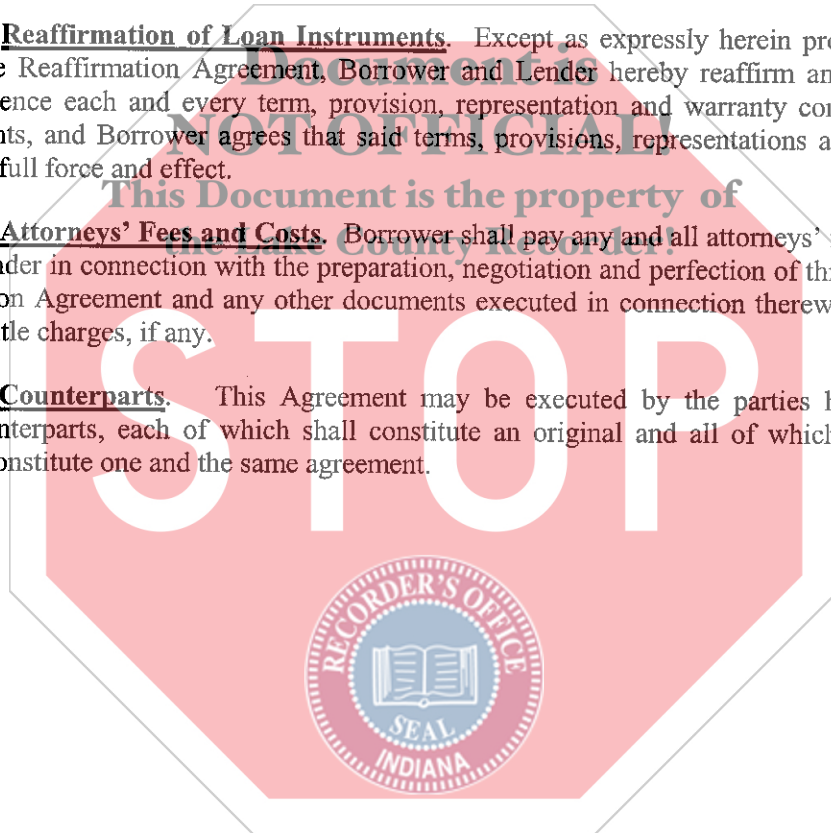
1. **Loan Fee.** Upon execution of this Agreement, Borrower shall pay to Lender a non-refundable Loan fee in the amount of TWO THOUSAND ONE HUNDRED SIXTY AND NO/100 DOLLARS (\$2,160.00).

2. **Modification of Loan Instruments.** Subject to the terms and provisions herein contained, subject to the payment of the Loan Fee described in Paragraph 1 above, and subject to the terms and conditions of that certain Reaffirmation Agreement and Consent to Loan Modification Agreement of even date herewith, executed by and between Borrower, Guarantor and Lender (the "**Reaffirmation Agreement**"), the terms and provisions of which are incorporated herein by reference, the terms and provisions of the Loan Agreement and the corresponding provisions of the other Loan Instruments are hereby modified and amended, effective as of the date hereof, so as to increase the Loan Amount to FOUR MILLION THIRTY-ONE THOUSAND AND NO/100 DOLLARS (\$4,031,000.00).

3. **Reaffirmation of Loan Instruments.** Except as expressly herein provided and as provided in the Reaffirmation Agreement, Borrower and Lender hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in the Loan Instruments, and Borrower agrees that said terms, provisions, representations and warranties shall remain in full force and effect.

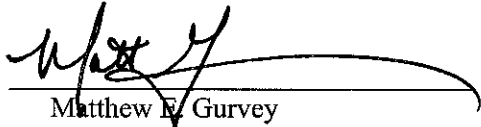
4. **Attorneys' Fees and Costs.** Borrower shall pay any and all attorneys' fees and costs incurred by Lender in connection with the preparation, negotiation and perfection of this Agreement, the Reaffirmation Agreement and any other documents executed in connection therewith, including recording and title charges, if any.

5. **Counterparts.** This Agreement may be executed by the parties hereto in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same agreement.



IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and acknowledged as of the day and year first above written.

**MEG CROWN POINT DEVELOPMENT
LLC**, a Delaware limited liability company

By: 
Matthew E. Gurvey
Manager



IN WITNESS WHEREOF, Lender has caused these presents to be executed the day and year first above written.

HERITAGE COMMUNITY BANK,
an Illinois banking corporation

By: _____


Patrick G. Fanning
President

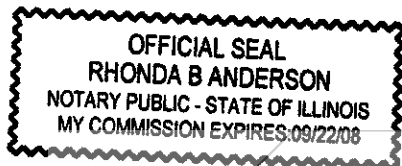


STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, THE UNDERSIGNED, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that MATTHEW E. GURVEY, being the Manager of **MEG CROWN POINT DEVELOPMENT LLC**, a Delaware limited liability company, and the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged to me that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of said Company for the uses and purposes therein set forth.

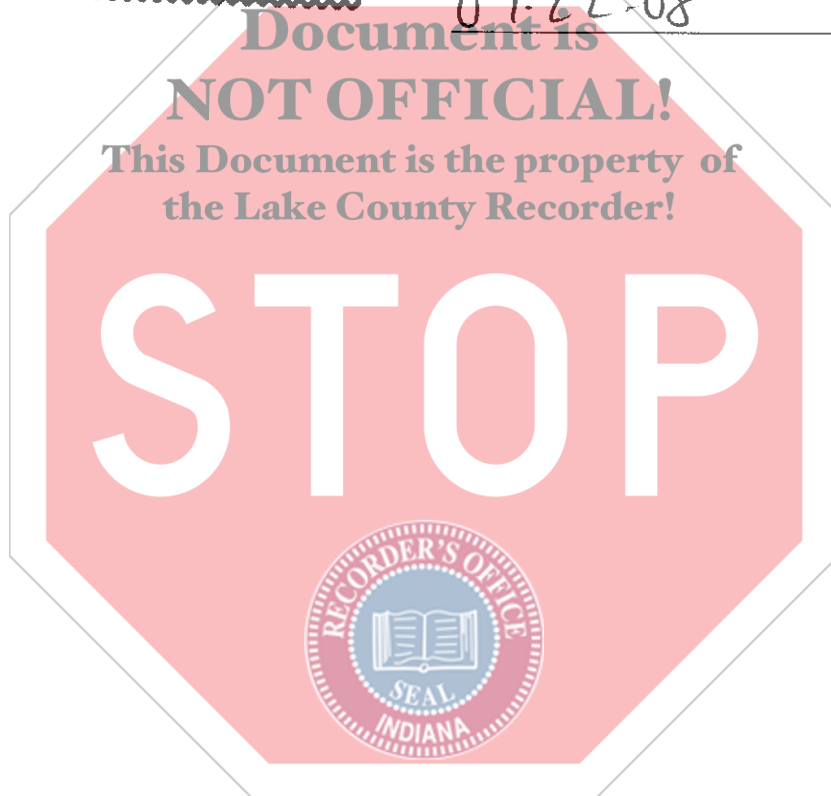
GIVEN under my hand and Notarial Seal this 8th day of August, 20 06.

Rhonda B Anderson
NOTARY PUBLIC



My Commission Expires:

09-22-08

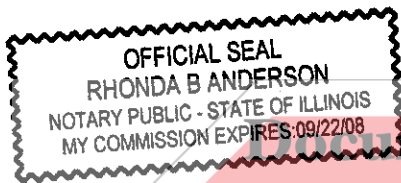


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that PATRICK G. FANNING, personally known to me to be the President of HERITAGE COMMUNITY BANK, an Illinois banking corporation, appeared before me this day in person and acknowledged to me that he signed and delivered the foregoing instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of August, 20 06

Rhonda B Anderson
NOTARY PUBLIC



My Commission Expires:
09-22-08

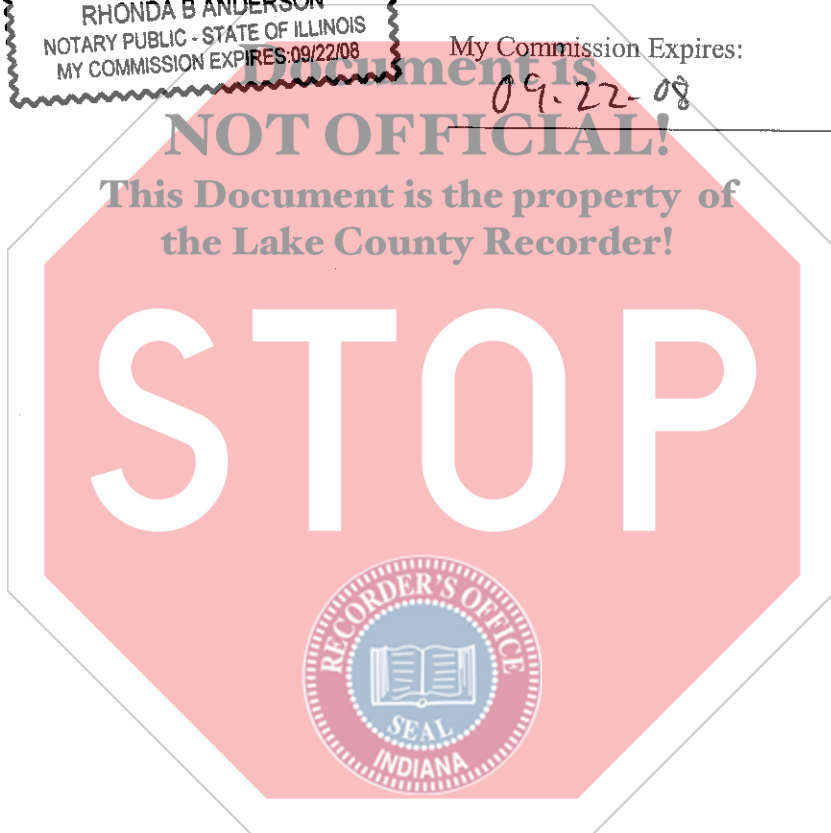


EXHIBIT A

LEGAL DESCRIPTION – THE LAND

Parcel 1:

Part of the Northwest Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd P.M., described as follows: Beginning at the intersection of the center lines of Main and Summit Streets in the City of Crown Point, and running thence South on the center line of Main Street 67 feet to a point, thence East 149 feet to a point, thence North 67 feet to the center line of Summit Street, thence West on the center line of Summit Street to the place of beginning, in Lake County, Indiana.

Parcel 2:

The South 33 feet in width off of a part of the Northwest Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd P.M., described as follows: Beginning at the intersection of the center lines of Main and Summit Streets in the City of Crown Point, Indiana; thence South on the center line of Main Street, 100 feet to a point; thence East 149 feet to a point; thence North 100 feet to the center line of Summit Street; thence West on the center line of Summit Street to the place of beginning, in Lake County, Indiana.

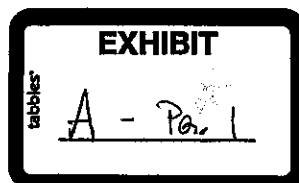
Parcel 3:

Part of the the Northwest Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd P.M., described as: Commencing at a point 149 feet East of the Northwest corner of said Northwest Quarter of the Southeast Quarter in the center line of Summit Street and running thence South 120 feet, thence East 50 feet, thence North 120 feet to the center line of the said Street; thence West 50 feet to the place of beginning, in the City of Crown Point, in Lake County, Indiana.

Parcel 4:

Part of the Northwest Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian, described as: Commencing at a point 199 feet East of the Northwest corner of said Northwest Quarter of the Southeast Quarter in the center line of Summit Street, said point being also the Northeast corner of the tract of land conveyed to Cecil Hochbaum and Vivien, his wife, by Warranty Deed recorded April 26th, 1941 in Deed Record 631, page 352 and running thence South along said Hochbaum's East line 120 feet, thence East on a line parallel with the North line of said Northwest Quarter of the Southeast Quarter 41.8 feet to the Southwest corner of the tract of land conveyed to Harvey Cook and Maryellen, his wife, by Warranty Deed recorded May 27th, 1950 in Deed Record 862, page 441, thence North along said Cook's West line 120 feet to the North line of said Northwest Quarter of the Southeast Quarter and the center line of Summit Street, thence West along said North line 41.8 feet to the place of beginning, in the City of Crown Point, Lake County, Indiana.

Parcel 5:



Part of the Northwest Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, more particularly described as commencing at a point 100 feet South of the Northwest corner of said Southeast Quarter; thence East 149 feet; thence South 20 feet; thence East on a parallel line with the North line of said Southeast Quarter to the West line of a tract of land heretofore deeded to Charles A. and Esther S. Swanson by Deed dated February 20, 1925, and recorded in Deed Record 345, page 316; thence South a distance of 2.87 feet to the Southwest corner of said Swanson tract; thence Southwesterly on a line parallel with and 238.73 feet Northwesterly of the centerline of Merrillville Road, a distance of 102.86 feet; thence Southeasterly on a line at right angles to the centerline of Merrillville Road 10.73 feet, more or less, to a point which is 228.0 feet Northwesterly of the centerline of Merrillville Road (and at right angles thereto); thence Southwesterly on a line parallel with the centerline of Merrillville Road and 228.0 feet distant therefrom to the Northeasterly right-of-way line of the P.C.C. and St. Louis Railways (Pennsylvania Railroad); thence Northwesterly on the Northeasterly right-of-way line of said railroad to the West line of the Southeast Quarter; thence North to the place of beginning.

Parcel 6: Part of the Northwest Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, more particularly described as follows:

Commencing at a point 100 feet South of the Northwest corner of said Southwest Quarter; thence South 00 degrees 00 minutes 00 seconds East along the West line of said Southeast Quarter, 164.34 feet to a point on the Northeasterly right-of-way line of the P.C.C. and St. Louis Railway (Pennsylvania Railroad); thence South 44 degrees 20 minute 52 seconds East along said Northeasterly right-of-way, 14.31 feet; thence South 00 degrees 00 minutes 00 seconds East, 143.06 feet; thence South 90 degrees 00 minutes 00 seconds East, 148.60 feet; thence South 00 degrees 00 minutes 00 seconds West, 30.00 feet to the point of beginning; thence South 90 degrees 00 minutes 00 seconds East 127.31 feet; thence South 19 degrees 42 minutes 02 seconds West, 84.90 feet to a point on said Northeasterly right-of-way line of the P.C.C. and St. Louis Railway (Pennsylvania Railroad); thence South 45 degrees 39 minutes 08 seconds West, 50 feet to the centerline of said P.C.C. and St. Louis Railroad (Pennsylvania Railroad); thence North 44 degrees 20 minutes 52 seconds West along the centerline of said right-of-way, a distance of 90.03 feet; thence North 00 degrees 00 minutes 00 seconds East, 50.50 feet to the point of beginning, all in the City of Crown Point, Lake County, Indiana.

Parcel 7: Part of the Northwest Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd P.M. in Lake County, Indiana, being more particularly described as follows:

Beginning at the intersection of the centerline of the P.C.C. and St. Louis Railway (Pennsylvania Railroad) (100 feet wide right-of-way) and the East right-of-way line of Main Street (State Route No. 55); thence Southeasterly along said centerline, a distance of 100.03 feet; thence West, perpendicular to the West line of the Southeast Quarter of said Section 5, a distance of 69.92 feet, to a point on the East right-of-way line of said Main Street; thence North, along said East right-of-way line, a distance of 71.53 feet to the point of beginning.

EXHIBIT

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Parcel 8: Part of the the Northwest Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as commencing at a point 264.34 feet South of the Northwest corner of said Southeast Quarter with said point being on the Northeasterly right-of-way line of said P.C.C. and St. Louis Railway (Pennsylvania Railroad); thence South 44 degrees 20 minutes 52 seconds East along the aforementioned Northeasterly right-of-way line, a distance of 14.31 feet to the point of beginning of this description; thence continuing South 44 degrees 20 minutes 52 seconds along said right-of-way line, a distance of 368.08 feet to a point that is 228.0 feet Northwesterly of the centerline of Merrillville Road (and at right angles thereto); thence Southwesterly at right angles to the centerline of said railway, a distance of 50 feet; thence Northwesterly along the centerline of said P.C.C. and St. Louis Railway (Pennsylvania Railroad), a distance of 302.62 feet to a point on the East right-of-way line of Main Street; thence a distance of 71.53 feet to the point of beginning of this description, all in the City of Crown Point, Lake County, Indiana;

EXCEPTING THEREFROM the following 2 parcels of land:

(EXCEPTION 1)

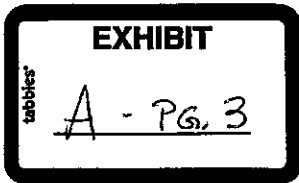
Part of the Northwest Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian in Lake County, Indiana, being more particularly described as follows:

commencing at the intersection of the centerline of the P.C.C. and St. Louis Railway (Pennsylvania Railroad) (100 feet wide Right-of-Way) and East right-of-way line of Main Street (State Route No. 55); thence Southeasterly along said centerline, a distance of 100.03 feet, to the point of beginning; thence East, perpendicular to the West line of the Southeast Quarter of said Section 5, a distance of 78.68 feet; thence South, 158.60 feet East of and parallel with said West line, a distance of 80.50 feet, to a point on the centerline of said P.C.C. and St. Louis Railway (Pennsylvania Railroad); thence Northwesterly, along said centerline, a distance of 112.56 feet to the point of beginning, all in the City of Crown Point, Lake County, Indiana;

(EXCEPTION 2)

Part of the Northwest Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

commencing at a point 100 feet South of the Northwest corner of said Southwest Quarter; thence South 00 degrees 00 minutes 00 seconds East along the West line of said Southeast Quarter, 164.34 feet to a point on the Northeasterly right-of-way line of the P.C.C. and St. Louis Railway (Pennsylvania Railroad); thence South 44 degrees 20 minutes 52 seconds East along said Northeasterly right-of-way, 14.31 feet; thence South 00 degrees 00 minutes 00 seconds East, 143.06 feet; thence South 90 degrees 00 minutes 00 seconds East, 148.60 feet; thence South 00 degrees 00 minutes 00 seconds West, 30.00 feet to the point of beginning; thence South 90



degrees 00 minutes 00 seconds East 127.31 feet; thence South 19 degrees 42 minutes 02 seconds West 84.90 feet to a point on said Northeasterly right-of-way; thence South 45 degrees 39 minutes 08 seconds West, 50 feet to the centerline of said P.C.C. and St. Louis Railroad (Pennsylvania Railroad) right-of-way; thence North 44 degrees 20 minutes 52 seconds West along the centerline of said right-of-way, 90.03 feet; thence North 00 degrees 00 minutes 00 seconds East, 50.50 feet to the point of beginning, all in the City of Crown Point, Lake County, Indiana.

Commonly known as: 2.5-acre parcel or parcels of real property located at Summit and Main Streets, Crown Point, Lake County, Indiana

Key Nos.: 9-324-1, 25, 26, 27 and 31

