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Attention: Deborah J. Kramer

Lake County, Indiana

STATE OF INDIANA
LAKE COUNTY
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MICHAEL A. BROWN
RECORDER

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FIRST LIEN CONSTRUCTION MORTGAGE, SECURITY
AGREEMENT, ASSIGNMENT OF LEASES AND RENTS,
AND FIXTURE FILING

from

GCC MERRILLVILE VENTURE, LLC,
an Illinois limited liability company

"Mortgagor"

to

VILLAGE BANK & TRUST,
an Illinois banking corporation

"Mortgagee"

Dated as of September 26, 2006

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

Mortgagor's State of Organization: Illinois

Mortgagor's Organizational Identification No.: _0090058-3 (Illinois)

THIS MORTGAGE IS ALSO A SECURITY AGREEMENT AND A FIXTURE FILING AS DEFINED
IN IC 26-1-9.1-102(a)(40) OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN INDIANA
(THE "CODE"), COVERING REAL AND PERSONAL PROPERTY, INCLUDING GOODS THAT
ARE OR ARE TO BECOME FIXTURES SITUATED ON THE REAL PROPERTY DESCRIBED IN
SCHEDULE A. IT IS TO BE FILED IN THE REAL ESTATE RECORDS OF LAKE COUNTY,
INDIANA, AND UPON SUCH FILING IS EFFECTIVE AS A FIXTURE FILING UNDER THE
CODE.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this
document, unless required by law.


Deborah J. Kramer



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**FIRST LIEN CONSTRUCTION MORTGAGE, SECURITY AGREEMENT
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING**

This FIRST LIEN CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING, dated as of ~~September 26~~ 2006 is made by **GCC MERRILLVILLE VENTURE, LLC**, an Illinois limited liability company ("**Mortgagor**"), whose address is 1111 Plaza Drive, Suite 200, Schaumburg, Illinois 60176, to **VILLAGE BANK & TRUST**, an Illinois banking corporation ("**Mortgagee**"), whose address is 234 West Northwest Highway, Arlington Heights, Illinois 60004. References to this "**Mortgage**" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders, restatements and replacements of this instrument.

Background

A. Mortgagor, as Borrower, have entered into that certain Promissory Note (Revolving Loan), dated as of ~~September 26~~ 2006 in the principal amount of Five Million Three Hundred Thousand Dollars (\$5,300,000.00) (as amended, supplemented, restated, substituted, replaced or otherwise amended from time to time, the "**Note**") in favor of, Mortgagee.

B. Pursuant to the Note, the Mortgagee has agreed to make advances of loan proceeds to Mortgagor upon the terms and subject to the conditions set forth therein and in the Construction Loan Agreement between Mortgagor and Mortgagee of even date herewith (the "**Loan Agreement**").

C. Mortgagor is the owner of the fee simple estate in the parcels of real property described on Exhibit A attached hereto (the "**Land**") and the buildings, improvements, structures, and fixtures now or subsequently located on the Land (the "**Improvements**"; the Land and the Improvements being collectively referred to as the "**Real Estate**").

D. It is a condition precedent to the obligation of Mortgagee to make its advances of loan proceeds to the Mortgagor under the Note and the Loan Agreement that the Mortgagor shall have executed and delivered this Mortgage to the Mortgagee.

E. This Mortgage is given by the Mortgagor in favor of the Mortgagee for its benefit to secure the payment and performance of all of the "**Obligations**," as hereinafter defined.

NOW, THEREFORE, in consideration of the premises and to induce the Mortgagee to enter into the Loan Agreement and to induce the Mortgagee to advance loan proceeds to Mortgagor, Mortgagor hereby agrees with the Mortgagee as follows.

Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees that to secure (i) the unpaid principal of and interest under the Note and all other obligations and liabilities of the Mortgagor (including, without limitation,

interest accruing at the then "Default Rate" provided in the Note after the maturity of the Note and interest accruing at the then Default Rate after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Mortgagor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to Mortgagee, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Note, this Mortgage, the Loan Agreement or any other document made, delivered or given in connection with any of the foregoing (the Note, this Mortgage, the Loan Agreement and any other document evidencing or securing the same being referred to hereinafter collectively or individually as the "Loan Documents"), in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Mortgagee that are required to be paid by the Mortgagor pursuant to the terms of any of the foregoing agreements), and (ii) all other obligations and liabilities of the Mortgagor, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Mortgage, and the other Loan Documents (including, without limitation, all fees and disbursements of counsel to Mortgagee that are required to be paid by the Mortgagor pursuant to the terms hereof) the Note and the other Loan Documents (collectively, the "Obligations");

Subject to any modifications of the Note, this Mortgage and the other Loan Documents the maximum amount of the Obligations that this Mortgage shall secure is \$11,000,000.00

MORTGAGOR HEREBY GRANTS TO MORTGAGEE A LIEN UPON AND A SECURITY INTEREST IN, AND HEREBY MORTGAGES AND WARRANTS, GRANTS, ASSIGNS, TRANSFERS AND SETS OVER TO MORTGAGEE:

- This Document is the property of
the Lake County Recorder!**
- STOP**
- (a) the Land;
 - (b) all right, title and interest Mortgagor now has or may hereafter acquire in and to the Improvements or any part thereof, and all the estate, right, title, claim or demand whatsoever of Mortgagor, in possession or expectancy, in and to the Real Estate or any part thereof;
 - (c) all right, title and interest of Mortgagor in, to and under all easements (including, without limitation, the easements described on Schedule A attached hereto), P.U.D.S, rights of way, licenses, operating agreements, abutting strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and flowage rights, development rights, air rights, mineral and soil rights, plants, timber, and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;
 - (d) all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings, appliances and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor and now or

subsequently attached to, or contained in or used or usable in any way in connection with any operation or selling of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (d) being referred to as the "Equipment");

(e) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials stored at the Real Estate, and, in each such case, without any further deed, conveyance, assignment or other act by Mortgagor;

(f) all right, title and interest of Mortgagor in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Mortgagor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Mortgagor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, and profits thereof, together with all other rents, royalties, profits, revenue, income and other benefits arising from the use and enjoyment of the Real Estate or the Equipment (collectively, the "Rents");

(g) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein;

(h) to the extent not prohibited under the applicable contract, consent, license or other item unless the appropriate consent has been obtained, all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction (including contacts

or agreements with general contractor, architect, engineer and any major subcontractors, if applicable), maintenance, repair, operation, occupancy, sale of any residential lots pursuant to "Permitted Sales," as hereinafter defined, or financing of the Real Estate or Equipment or any part thereof and all agreements and options relating to the purchase or lease of any portion of the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof, (iii) all earnest money deposits pursuant to Permitted Sales; and (iv) all drawings, plans, specifications and similar or related items relating to the Real Estate; and

- (i) all proceeds, both cash and noncash, of the foregoing;

All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (a) through (c) are collectively referred to as the "Premises", and those described in the foregoing clauses (a) through (i) are collectively referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby mortgaged unto Mortgagee, its successors and assigns for the uses and purposes set forth, until the Obligations are paid in full and fully performed.

Terms and Conditions

Mortgagor further represents, warrants, covenants and agrees with Mortgagee as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Note or Loan Agreement and used herein (including in the "Background" and "Granting Clauses" sections above) shall have the meanings given to them in the Note or Loan Agreement. References in this Mortgage to the "Default Rate" shall mean the interest rate applicable pursuant to the Note. "Secured Party" shall mean (i) the Mortgagee, and (ii) the respective successors, endorsees, transferees and assigns of Mortgagee.
2. Warranty of Title. Mortgagor warrants that it has record title in fee simple to the Real Estate, and title to the rest of the Mortgaged Property, subject only to the matters shown as exceptions on the title insurance policy accepted by Mortgagee in connection with this Mortgage, (the "Permitted Exceptions"). Mortgagor shall warrant, defend and preserve such title and the lien of this Mortgage against all claims of all persons and entities (not including the holders of the Permitted Exceptions).
3. Payment of Obligations. Mortgagor shall pay and perform the Obligations at the times and places and in the manner specified herein and in the Note, Loan Agreement and other Loan Documents.
4. Requirements. Mortgagor shall promptly comply with all covenants, restrictions and conditions now or later of record which may be applicable to any of the Mortgaged Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Mortgaged Property, except where a failure to do so could not reasonably be expected to have a material adverse effect.

5. Payment of Taxes and Other Impositions. (a) Promptly when due or prior to the date on which any fine, penalty, interest or cost may be added thereto or imposed, Mortgagor shall pay and discharge all taxes, charges and assessments of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Real Estate, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, vault taxes and all other public charges even if unforeseen or extraordinary, imposed upon or assessed against or which may become a lien on any of the Real Estate, or arising in respect of the occupancy, use or possession thereof, together with any penalties or interest on any of the foregoing (all of the foregoing are collectively referred to herein as the "Impositions"), except where (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, and (ii) the Mortgagor has set aside on its books adequate reserves with respect thereto in accordance with generally accepted accounting principles. Upon request by Mortgagee, Mortgagor shall deliver to Mortgagee evidence reasonably acceptable to Mortgagee showing the payment of any such Imposition. If by law any Imposition, at Mortgagor's option, may be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Mortgagor may elect to pay such Imposition in such installments and shall be responsible for the payment of such installments with interest, if any.

(b) Nothing herein shall affect any right or remedy of Mortgagee under this Mortgage or otherwise, upon ten (10) days' notice to Mortgagor, to pay any Imposition after the date such Imposition shall have become due, and add to the Obligations the amount so paid, together with interest from the time of payment at the Default Rate. Any sums paid by Mortgagee in discharge of any Impositions shall be (i) a lien on the Premises secured hereby prior to any right or title to, interest in, or claim upon the Premises attaching subsequent to the lien of this Mortgage, and (ii) payable on demand by Mortgagor to Mortgagee together with interest at the Default Rate.

6. Insurance. (a) Mortgagor shall maintain, with financially sound and reputable companies, insurance policies (i) insuring the Real Estate against loss by fire, explosion, theft and such other casualties as may be required by Mortgagee, and (ii) insuring Mortgagor, the Mortgagee against liability for personal injury and property damage relating to such Real Estate, such policies to be in such form and amounts and having such coverage as may be required by Mortgagee. All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Mortgagee of written notice thereof, (ii) name the Mortgagee as an additional insured party or loss payee, and (iii) include deductibles consistent with past practice or consistent with industry practice or otherwise reasonably satisfactory to the Mortgagee.

(b) If any portion of the Premises is located in an area identified as a special flood hazard area by the Federal Emergency Management Agency or other applicable agency, Mortgagor shall maintain or cause to be maintained, flood insurance in an amount reasonably satisfactory to Mortgagee, but in no event less than the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended.

(c) Mortgagor promptly shall comply with and conform in all material respects to (i) all provisions of each such insurance policy, and (ii) all requirements of the insurers applicable to Mortgagor or to any of the Mortgaged Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of any of the Mortgaged

Property. Mortgagor shall not use or permit the use of the Mortgaged Property in any manner, which would permit any insurer to cancel any insurance policy or void coverage required to be maintained by this Mortgage.

(d) If Mortgagor is in default of its obligations to insure or deliver any such prepaid policy or policies, then Mortgagee, at its option upon ten (10) days' notice to Mortgagor, may effect such insurance from year to year at rates substantially similar to the rate at which Mortgagor had insured the Premises, and pay the premium or premiums therefor, and Mortgagor shall pay to Mortgagee on demand such premium or premiums so paid by Mortgagee with interest from the time of payment at the Default Rate.

(e) If the Mortgaged Property, or any part thereof, shall be destroyed or damaged and the reasonably estimated cost thereof would exceed \$50,000.00, Mortgagor shall give prompt notice thereof to Mortgagee. All insurance proceeds paid or payable in connection with any damage or casualty to the Real Estate (except liability insurance and except in the case of any particular casualty resulting in a loss payment not exceeding Fifty Thousand Dollars (\$50,000) in the aggregate) shall be paid to Mortgagee, and all such insurance policies shall provide that the proceeds of such insurance (except in the area of any particular casualty resulting in loss payment not exceeding Fifty Thousand Dollars (\$50,000) in the aggregate) shall be paid to Mortgagee as its interest may appear, by means of a standard mortgagee clause. In case of loss exceeding Fifty Thousand Dollars (\$50,000), Mortgagee (or after entry of judgment of foreclosure, the purchaser at the sale) is hereby authorized, to either (i) settle or adjust any claim under such insurance policies without the consent of Mortgagor or (ii) allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss.

In the event of an insured casualty, and:

- i. If in the reasonable judgment of Mortgagee, the Mortgaged Property can be restored to an economic unit not less valuable than the same was prior to the insured casualty, and adequately securing the outstanding balance of the Obligations, and if no Event of Default, as hereinafter defined, shall have occurred and Mortgagor shall not be in default hereunder, the proceeds of insurance shall be applied to reimburse Mortgagor for the cost of restoring, repairing, replacing, or rebuilding the Mortgaged Property or part thereof subject to insured casualty, as provided for hereinafter; and Mortgagor hereby covenants and agrees, not later than 90 days after the date of the insured casualty, to commence and to diligently prosecute such restoring, repairing, replacing or rebuilding; provided, always, that Mortgagor shall pay all costs of such restoring, repairing, replacing, or rebuilding in excess of the proceeds of insurance;
- ii. Except as provided in Subsection (i) as above, Mortgagee may apply the proceeds of insurance consequent upon any insured casualty upon the Obligations, in such order or manner as Mortgagee may elect; and
- iii. In the event that proceeds of insurance, if any, shall be made available to Mortgagor for the restoring repairing, replacing or rebuilding of the Mortgaged Property, Mortgagor hereby covenants to restore, repair,

replace or rebuild the same to be of at least equal value, and in the same character and of the same quality as prior to such damage or destruction; all to be effected in accordance with plans and specifications to be first submitted to and approved by Mortgagee.

In the event Mortgagor is entitled to reimbursement out of insurance proceeds held by Mortgagee, such proceeds shall be disbursed from time to time upon Mortgagee being furnished with satisfactory evidence of the estimated cost of completion of the restoration, repair, replacement, and rebuilding; that funds of Mortgagor (or assurances satisfactory to Mortgagee that such funds are available) when combined with the proceeds of insurance, to complete the proposed restoration, repair, replacement, and rebuilding; and with such architect's certificates, waivers of lien, contractor's sworn statements and such other evidences of cost and of payment as Mortgagee may reasonably require and approve; and Mortgagee may, in any event, require that all plans and specifications for such restoration, repair, replacement, and rebuilding be submitted to and approved by Mortgagee prior to the commencement of any work. No payment made prior to the final completion of the restoration, repair, replacement, or rebuilding shall exceed Ninety Percent (90%) of the value of the work performed from time to time; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee, together with funds deposited for the purpose of completing the restoration, repair, replacement or rebuilding are irrevocably committed to the satisfaction of Mortgagee by or on behalf of Mortgagor for the purpose, shall be at least sufficient in the reasonable judgment of Mortgagee to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims from lien. Interest shall be allowed to Mortgagor on account of any proceeds of insurance or other funds held by Mortgagee at the same rate being paid on Mortgagee's daily passbook accounts and shall be available for such restoration, repair, replacement or rebuilding. Notwithstanding anything contained herein to the contrary, Mortgagee may, in its sole discretion, require that the administration of the restoration, repair, replacement and rebuilding, and the distribution of insurance proceeds be done pursuant to and in accordance with the Mortgagee's requirements and standards used to administer its construction loans under the Loan Agreement.

All policies of insurance provided for in this Section 6 shall be effective under a valid and enforceable policy or policies issued by an insurance company which is acceptable to Mortgagee and which has a rating of at least "A-" and is in the financial size category of at least "VII" as established by A.M. Best Company and of recognized responsibility licensed to do business in the states of Illinois and Indiana. These policies shall provide that the proceeds of such insurance shall be payable to Mortgagee pursuant to a standard mortgage clause to be attached to each such policy. Mortgagor shall deposit with Mortgagee policies evidencing all such insurance or a certificate or certificates of the respective insurers stating that such insurance is in force and effect.

(f) In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. Restrictions on Liens and Encumbrances. Except for the lien of this Mortgage and the Permitted Exceptions, Mortgagor shall not further mortgage, nor otherwise encumber the Mortgaged Property nor create or suffer to exist any lien, charge or encumbrance on the Mortgaged Property, or any part thereof, whether superior or subordinate to the lien of this Mortgage and whether recourse or non-recourse.

7A. Contests. Notwithstanding anything to the contrary herein contained, Mortgagor shall have the right to contest by appropriate legal proceedings diligently prosecuted any taxes imposed or assessed upon the Mortgaged Property or which may be or become a lien thereon and any mechanics', materialmen's or other liens or claims for lien upon the Mortgaged Property (all herein called "Contested Liens"), and no Contested Liens shall constitute an Event of Default hereunder, if, but only if:

(a) Mortgagor shall forthwith give notice of any Contested Lien to Mortgagee at the time the same shall be asserted;

(b) Mortgagor shall either pay under protest or deposit with Mortgagee the full amount (herein called "Lien Amount") of such Contested Lien, together with such amounts as Mortgagee may reasonably estimate as interest or penalties which might arise during the period of contest; provided that in lieu of such payment Mortgagor may furnish to Mortgagee a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to Mortgagee;

(c) Mortgagor shall diligently prosecute the contest of any Contested Lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Mortgaged Property, and shall permit Mortgagee to be represented in any such contest and shall pay all expenses incurred, in so doing, including fees and expenses of Mortgagee's counsel (all of which shall constitute Obligations bearing interest at the Default Rate until paid, and payable upon demand);

(d) Mortgagor shall pay such Contested Lien and all Lien Amounts together with interest and penalties thereon (i) if and to the extent that any such Contested Lien shall be determined adverse to Mortgagor, or (ii) forthwith upon demand by Mortgagee if, in the reasonable opinion of Mortgagee, and notwithstanding any such contest, the Mortgaged Property shall be in jeopardy or in danger of being forfeited or foreclosed; provided that if Mortgagor shall fail so to do, Mortgagee may, but shall not be required to, pay all such Contested Liens and Lien Amounts and interest and penalties thereon and such other sums as may be necessary in the judgment of the Mortgagee to obtain the release and discharge of such liens; and any amount expended by Mortgagee in so doing shall be so much additional Obligations bearing interest at the Default Rate until paid, and payable upon demand; and provided further that Mortgagee may in such case use and apply monies deposited as provided in subsection (b) above and may demand payment upon any bond title indemnity furnished as aforesaid.

8. Prohibitions on Transfer of the Property or of an Interest in Mortgagor. Except for Permitted Sales and a "Permitted Transfer", as hereinafter defined, it shall be an immediate default if, without prior written consent of Mortgagee, which consent may be granted or withheld at Mortgagee's sole discretion, Mortgagor shall create, effect or consent to or shall suffer or permit any lease, conveyance, sale (including an installment sale), assignment, transfer, lien, pledge, hypothecate, mortgage, security interest or other encumbrance or alienation, whether by operation of law, voluntarily or otherwise (collectively "Transfer") of (1) the Mortgaged Property or any part thereof or interest therein; (2) all or a portion of the beneficial interest of Mortgagor or change in the power of direction, if Mortgagor is a trustee; (3) all or a portion of the stock of any corporate Mortgagor or corporate beneficiary of a trustee Mortgagor, that results or could result in material change in the identity of the person(s) or entities previously in control of such corporation; (4) all or a portion of a partnership, or joint venture interest of a joint venturer in the joint venture, if Mortgagor or Mortgagor's beneficiary consists of or includes a partnership or joint venture, that results or could result in a material change in the identity of the person(s) in control of such partnership or joint venture; or (5) any change of manager, if Mortgagor is a limited liability company, (each of the foregoing is referred to as a "Prohibited Transfer"). While there is a prohibition on the change of a manager, except for a Permitted Transfer, there is no prohibition on the Transfer of a member's interest, where Mortgagor is a limited liability company. In the event of such default, Mortgagee may declare the entire unpaid balance, including interest, immediately due and payable. The foregoing provision of this Section shall not, however, apply to the lien of current taxes and assessments not yet due and payable. This option shall not be exercised by Mortgagee if prohibited by Federal law as of the date of this Mortgage.

"Permitted Transfer" shall mean a change in manager of the Borrower due to the death of an existing manager of Borrower; provided, however that such "new" manager is a guarantor of the Note and other Loan Documents as of the date of this Mortgage!

9. Condemnation/Eminent Domain Proceeds. Mortgagor shall give Mortgagee prompt notice of any pending or threatened eminent domain proceedings of any or all of the Mortgaged Property, including any damages to grade, and Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the Mortgaged Property taken or damaged under the power of eminent domain. Mortgagee may elect to apply (or hold for application when due) the proceeds of the award upon or in reduction of the Obligations then most remotely to be paid, whether due or not, to require Mortgagor to restore or rebuild the Mortgaged Property in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of rebuilding and restoring. If Mortgagor is required or permitted to rebuild or restore the Mortgaged Property as aforesaid, such rebuilding or restoration shall be effected solely in accordance with plans and specifications previously submitted to and approved by Mortgagee, and proceeds of the award shall be paid out in the same manner as is provided in Section 6(e) for the payment of insurance proceeds towards the costs of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration shall, at the option of Mortgagee, be applied (or held for application when due) on account of the Obligations, then most remotely to be paid or be paid to any other party entitled thereto. Notwithstanding any taking by eminent domain, Mortgagor shall continue to pay interest on the entire principal sum secured until any

such award or payment shall have been actually received by Mortgagee and any reduction in the principal sum resulting from the application by Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt. If, prior to the receipt by Mortgagee of such award or payment, the Mortgaged Property shall have been sold by foreclosure of this Mortgage, Mortgagee shall have the right to receive such award or payment to the extent of any deficiency found, to be due upon such sale, with interest thereon at the Default Rate provided for in the Note, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

10. Leases. Mortgagor shall not (a) execute an assignment or pledge of any Lease relating to all or any portion of the Mortgaged Property other than in favor of Mortgagee, or (b) execute or permit to exist any Lease of any of the Mortgaged Property, not previously approved by Mortgagee.

11. Further Assurances. To further assure Mortgagee's rights under this Mortgage, Mortgagor agrees promptly upon demand of Mortgagee to do any act or execute any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Mortgaged Property and a separate assignment of each Lease or sales contract in recordable form) as may be reasonably required by Mortgagee to confirm the lien of this Mortgage and all other rights or benefits conferred on Mortgagee by this Mortgage.

12. Mortgagee's Right to Perform. If Mortgagor fails to perform any of the covenants or agreements of Mortgagor, within the applicable grace period, if any, Mortgagee, without waiving or releasing Mortgagor from any obligation or default under this Mortgage, may, at any time upon ten (10) days' notice to Mortgagor (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the Default Rate, shall immediately be due from Mortgagor to Mortgagee and the same shall be secured by this Mortgage and shall be a lien on the Mortgaged Property prior to any right, title to, interest in, or claim upon the Mortgaged Property attaching subsequent to the lien of this Mortgage. No payment or advance of money by Mortgagee under this Section shall be deemed or construed to cure Mortgagor's default or waive any right or remedy of Mortgagee.

13. Events of Default. Each of the following shall constitute an event of default ("Event of Default" or "Events of Default") under this Mortgage:

(a) Mortgagor's failure to pay any amount due herein or secured hereby, or any installment of principal or interest when due and payable whether at maturity or by acceleration or otherwise under the Note, this Mortgage or any other Loan Documents which failure continues for more than ten (10) days after the due date (provided that there has not been such a default within the last twelve (12) months, and in the event that there has been, then no grace period shall be applicable);

(b) Mortgagor's failure to perform or observe any other covenant, agreement, representation, warranty or other provision contained in the Note, this Mortgage (other than an Event of Default described elsewhere in this Section 13) or any

other document or instrument evidencing, guarantying or securing the amounts due under the Note, and such failure continues for more thirty (30) days after notice thereof given by Mortgagee to Mortgagor, except that if such default shall not be susceptible of cure within said thirty (30) day period, Mortgagee shall not declare the Obligations to be due and payable if Mortgagor shall, within such thirty (30) day period, commence the cure of such default and shall prosecute the same with diligence and without unreasonable delay until the same is cured and corrected; such thirty (30) day cure period shall not apply to the other subsections of this Section 13 and shall also not apply in the event that the same default has occurred, although cured, within the last twelve (12) months.

(c) The occurrence of any breach of any material representation or warranty contained in this Mortgage or any other Loan Document;

(d) A Prohibited Transfer occurs;

(e) A court having jurisdiction shall enter a decree or order for relief in respect of Mortgagor in any involuntary case brought under any bankruptcy, insolvency, debtor relief or similar law; or if Mortgagor, or beneficiary of or any manager of or person in control of Mortgagor, shall: (i) file a voluntary petition in bankruptcy, insolvency, debtor relief for arrangement, reorganization or other relief under the Federal Bankruptcy Act or any similar state or federal law; (ii) consent to or allow the appointment of or taking possession by a receiver, liquidator, or trustee (or similar official) of the Mortgagor or any part of the Mortgaged Property or any substantial part of Mortgagor's other property; (iii) make any assignment for the benefit of Mortgagor's creditors; or (iv) fail generally to pay Mortgagor's debts as they become due;

(f) All or a substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon;

(g) If Mortgagor is other than a natural person or persons: (i) the dissolution or termination of existence of Mortgagor, voluntary or involuntary, whether by reason of death of a general partner of Mortgagor or otherwise; (ii) the amendment or modification in any respect of Mortgagor's agreement of partnership or its articles of incorporation or bylaws or article of organization or operating agreement that would affect Mortgagor's performance of its obligations under the Note, this Mortgage or the other Loan Documents;

(h) This Mortgage shall not constitute a valid lien and a security interest in the Mortgaged Property (subject only to the Permitted Exceptions), or if such lien and security interest shall not be perfected;

(i) The Mortgaged Property is abandoned;

(j) An indictment or other charge is filed against Mortgagor, in any jurisdiction, under any federal or state law, or which forfeiture of the Mortgaged Property or other collateral securing the repayment of the Obligations or of any

other funds, property or other assets of Mortgagor or Mortgagee is a potential penalty unless such charge is dismissed within ten (10) days after filing;

(k) Intentionally Omitted.; or

(l) the death, legal incompetence or dissolution of any guarantor, as applicable (except in the event of such death or legal incompetence of any individual guarantor, a substitute guarantor or substitute collateral is submitted to and approved by Mortgagee, and the same is properly documented to the satisfaction of Mortgagee).

14. Remedies. (a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) Mortgagee may, to the extent permitted by applicable law, (A) institute and maintain an action of mortgage foreclosure against all or any part of the Mortgaged Property, (B) institute and maintain an action on the Note, the Loan Agreement or any other Loan Document, (C) sell all or part of the Mortgaged Property (Mortgagor expressly granting to Mortgagee the power of sale), or (D) take such other action at law or in equity for the enforcement of this Mortgage or any of the Loan Documents as the law may allow. Mortgagee may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with interest thereon at the Default Rate and all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Interest at the Default Rate shall be due on any judgment obtained by Mortgagee from the date of judgment until actual payment is made of the full amount of the judgment; and

(ii) Mortgagee may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Obligations enter into and upon the Mortgaged Property and each and every part thereof and exclude Mortgagor and its agents and employees therefrom without liability for trespass, damage or otherwise (Mortgagor hereby agreeing to surrender possession of the Mortgaged Property to Mortgagee upon demand at any such time) and use, operate, manage, maintain and control the Mortgaged Property and every part thereof. Following such entry and taking of possession, Mortgagee shall be entitled, without limitation, (w) to lease all or any part or parts of the Mortgaged Property for such periods of time and upon such conditions as Mortgagee may, in its discretion, deem proper, (x) to enforce, cancel or modify any Lease, (y) to close any sales under Permitted Sales contracts and (z) generally to execute, do and perform any other act, deed, matter or thing concerning the Mortgaged Property as Mortgagee shall deem appropriate as fully as Mortgagor might do.

(b) In case of a foreclosure sale, the Real Estate may be sold, at Mortgagee's election, in one parcel or in more than one parcel or in separate lots and Mortgagee is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held. At the election of Mortgagee, the Mortgaged Property may be offered first in parcels and then as a whole, the offer producing the highest price for the entire property offered to prevail. Mortgagor hereby waives any right to require any such sale to be made.

(c) In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Mortgage, Mortgagee shall be entitled to enjoin such breach and obtain specific performance of any covenant, agreement, term or condition and Mortgagee shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Mortgage.

(d) Any and all proceeds of the Mortgaged Property received by Mortgagee shall be applied in payment of the Obligations in the manner and order determined by Mortgagee.

15. Right of Mortgagee to Credit Sale. Upon the occurrence of any sale made under this Mortgage, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof. In lieu of paying cash therefor, Mortgagee may make settlement for the purchase price by crediting upon the Obligations or other sums secured by this Mortgage, the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage. In such event, this Mortgage, the Note, Loan Agreement, and the other Loan Documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid.

16. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee as a matter of right and without notice to Mortgagor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral or the interest of Mortgagor therein as security for the Obligations, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers or other manager of the Mortgaged Property, without requiring the posting of a surety bond, and without reference to the adequacy or inadequacy of the value of the Mortgaged Property or the solvency or insolvency of Mortgagor or any other party obligated for payment of all or any part of the Obligations, and whether or not waste has occurred with respect to the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by applicable law). Any such receiver or receivers or manager shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Mortgaged Property, the right to enter into contracts for and close Permitted Sales and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

17. Extension, Release, etc. (a) Without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Obligations, Mortgagee may, from time to time and without notice, agree to (i) release any person liable for the indebtedness borrowed or guaranteed under the Note, this Mortgage, the Loan Agreement or other Loan Documents, (ii) extend the maturity or alter any of the terms of the indebtedness borrowed or guaranteed under the Note and Other Loan Documents or any other guaranty thereof, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

(b) No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect the lien of this Mortgage or any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(c) If Mortgagee shall have the right to foreclose this Mortgage or to direct a power of sale, Mortgagor authorizes Mortgagee at its option to foreclose the lien of this Mortgage (or direct the sale of the Mortgaged Property, as the case may be) subject to the rights of any tenants and contract purchasers under Permitted Sales contracts of any part of the Mortgaged Property. The failure to make any such tenants parties to any such foreclosure proceeding and to foreclose their rights, or to provide notice to such tenants as required in any statutory procedure governing a sale of the Mortgaged Property, or to terminate such tenant's rights in such sale will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the Obligations or to foreclose the lien of this Mortgage.

(d) Unless expressly provided otherwise, in the event that ownership of this Mortgage and title to the Mortgaged Property or any estate therein shall become vested in the same person or entity, this Mortgage shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

18. Security Agreement under Uniform Commercial Code. (a) In addition to being a real property mortgage, this Mortgage constitutes a "security agreement" within the meaning of IC 26-1-9.1-102(a)(73) of the Uniform Commercial Code - Secured Transactions, Ind. Code 26-1-9.1 (the "Code") of the State of Indiana. If an Event of Default shall occur and be continuing, then in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option, subject to applicable law, of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Mortgaged Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). If Mortgagee shall elect to proceed under the Code, then ten (10) days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, reasonable attorneys' fees and customary legal expenses. At Mortgagee's request,

Mortgagor shall assemble the personal property and make it available to Mortgagee at a place designated by Mortgagee, which is reasonably convenient to both parties.

(b) Mortgagor and Mortgagee agree, to the extent permitted by applicable law, that: (i) all of the goods described within the definition of the word "Equipment" are or are to become fixtures on the Real Estate; (ii) this Mortgage upon recording or registration in the real estate records of the proper office shall constitute a financing statement filed as a "fixture filing" within the meanings of IC 26-1-9.1-102(a)(39) and IC 26-1-9.1-102(a)(40), respectively, of the Code; (iii) Mortgagor is the record owner of the Land; and (iv) the addresses of Mortgagor, as debtor, and Mortgagee, as secured party, are as set forth on the first page of this Mortgage.

(c) Mortgagor's execution of this Mortgage constitutes an authentication pursuant to the Code of the security agreement contained herein, thereby authorizing Mortgagee to file and record such financing statements, amendments and other Code forms as may be necessary or appropriate to establish and maintain the priority of its lien and security interests created under this Mortgage. In addition to and without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, coupled with an interest, to execute in the name of and on behalf of Mortgagor (if required) or in its own name, and to file and record any and all such financing statements, amendments, continuations and other instruments or documents in the appropriate public office(s) in the State of Indiana or such other jurisdictions as Mortgagee may deem necessary to establish and maintain the priority of its lien and security interests created under this Mortgage.

19. Assignment of Rents. (a) Mortgagor hereby assigns to Mortgagee the Rents as further security for the payment of and performance of the Obligations, and Mortgagor grants to Mortgagee the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property or any part thereof, and to apply the Rents on account of the Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Obligations are fully paid and performed, but Mortgagee hereby waives the right to enter the Mortgaged Property for the purpose of collecting the Rents and Mortgagor shall be entitled to collect, receive, use and retain the Rents until the occurrence of an Event of Default; such right of Mortgagor to collect, receive, use and retain the Rents may be revoked by Mortgagee upon the occurrence and during the continuance of any Event of Default, by giving not less than ten (10) days' written notice of such revocation to Mortgagor; in the event such notice is given, Mortgagor shall pay over to Mortgagee, or to any receiver appointed to collect the Rents, any lease security deposits, and any Rents collected from the Premises. If Mortgagor shall pay (or cause to be paid) and perform (or cause to be performed) the Obligations on or before the date the same are required to be paid or performed, then this assignment shall terminate and be of no further force or effect, and all right, title and interest conveyed pursuant to this assignment shall become vested in Mortgagor without the necessity of any further act or requirement by Mortgagor or Mortgagee. Mortgagor shall not accept prepayments of installments of Rent to become due for a period of more than one month in advance (except for security deposits and estimated payments of percentage rent, if any).

(b) Mortgagor has not affirmatively done any act, which would prevent Mortgagee from, or limit Mortgagee in, acting under any of the provisions of the foregoing assignment.

(c) No action has been brought or, so far as is known to Mortgagor, is threatened, which would interfere in any way with the right of Mortgagor to execute the foregoing assignment and perform all of Mortgagor's obligations contained in this Section and in the Leases.

20. Additional Rights. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may, in its sole discretion and without regard to the adequacy of its security under this Mortgage, apply all or any part of any amounts on deposit with Mortgagee under this Mortgage against all or any part of the Obligations. Any such application shall not be construed to cure or waive any Event of Default or invalidate any act taken by Mortgagee on account of such Event of Default.

21. Notices. Any notice required or permitted to be delivered under this Mortgage or under any of the Loan Documents by either party to the other shall be given in writing and given to the parties at their addresses set forth hereinafter by (i) personal delivery, or (ii) by registered or certified mail, mailed postage prepaid, return receipt requested, or (iii) delivery by a nationally recognized overnight courier, or (iv) facsimile; provided that mechanical proof of transmission is maintained by the sending party. Such notice shall be deemed received: in the case of (i) and (iv) above on the date delivered; in the case of (ii) above 3 days after the date deposited in the mail; and in case of (iii) above 1 day after the date deposited with the courier.

To Mortgagor:

GCC MERRILLVILLE VENTURE, LLC
1111 Plaza Drive, Suite 200
Schamburg, Illinois 60176
Attention: Charles Gavzer

With a copy to:

Jeff Lyon
Lyon & Caron LLP
790 Estate Drive, Suite 180
Deerfield, Illinois 60015

To Mortgagee:

VILLAGE BANK & TRUST
234 West Northwest Highway
Arlington Heights, Illinois 60004
Attention: Mary Clark



With a copy to:

Deborah J. Kramer
Heinrich & Kramer, P.C.
205 West Randolph, Suite 1750
Chicago, Illinois 60606

Either party may change the address to which notices shall be sent by giving notice to the other pursuant to this Section.

22. No Oral Modification. This Mortgage may not be amended, supplemented or otherwise modified. Any agreement made by Mortgagor and Mortgagee after the date of this Mortgage relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate lien or encumbrance.

23. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding anything to the contrary contained in this Mortgage or in any provisions of any Loan Document, the obligations of Mortgagor and of any other obligor under any Loan Documents shall be subject to the limitation that Mortgagee shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Mortgagee.

24. Mortgagor's Waiver of Rights. (a) Mortgagor hereby voluntarily and knowingly releases and waives any and all rights to retain possession of the Mortgaged Property after the occurrence and during the continuance of an Event of Default and any and all rights of redemption from sale under any order or decree of foreclosure (whether full or partial), pursuant to rights, if any, therein granted, as allowed under any applicable law, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirectly) by, through or under each constituent of Mortgagor and on behalf of each and every person acquiring any interest in the Mortgaged Property subsequent to the date hereof, it being the intent hereof that any and all such rights or redemption of each constituent of Mortgagor and all such other persons are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law or replacement statute. Each constituent of Mortgagor shall not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any right, power, or remedy herein or otherwise granted or delegated to Mortgagee, but shall permit the execution of every such right, power, and remedy as though no such law or laws had been made or enacted.

(b) To the fullest extent permitted by applicable law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Mortgaged

Property from attachment, levy or sale under execution or exemption from civil process. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by applicable law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of exercise by Mortgagee of the foreclosure rights, power of sale, or other rights hereby created. Nothing in this Mortgage shall be deemed to constitute a waiver by Mortgagor under IC 32-29-7-5 (or any successor provision of the Indiana Code) of the time limitations set out in IC 32-29-7-3 on the issuance of process for the execution of a judgment or decree of sale under a judgment or decree of foreclosure; nor shall any waiver made by Mortgagor or right granted to Mortgagee in this Mortgage or in any other Loan Document be deemed to constitute consideration for a waiver or release of, or otherwise be construed as a waiver or release of, the right of Mortgagee or any holder of a judgment on any indebtedness or obligation secured hereby to seek a deficiency judgment against Mortgagor, any guarantor or other person personally liable for the Obligations, whether pursuant to IC 32-29-7-5 or otherwise, which right to seek a deficiency judgment is hereby preserved, reserved and retained by Mortgagee for itself and its successors and assigns.

25. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Mortgage or under any of the other Loan Documents or any laws now or hereafter in force, notwithstanding that some or all of the Obligations may now or hereafter be otherwise secured, whether by deed of trust, mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, shall prejudice or in any manner affect Mortgagee's rights to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may determine in its absolute discretion. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Mortgagee or to which either may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, as the case may be. In no event shall Mortgagee, in the exercise of the remedies provided in this Mortgage (including, without limitation, in connection with the assignment of Rents to Mortgagee, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee in possession," and Mortgagee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

26. Single or Multiple Sales. It is expressly understood and agreed that to the fullest extent permitted by applicable law, Mortgagee may, at its election, cause the sale of all collateral which is the subject of a single foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the

agreement of the parties to dispose of and administer all collateral securing the Obligations (directly or indirectly) in the most economical and least time-consuming manner.

27. Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of Mortgagee, and its successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Mortgagee at any time if in its sole discretion such a waiver is deemed advisable. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrancers and tenants of the Mortgaged Property, and shall inure to the benefit of Mortgagee and its successors and assigns. The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of the Mortgagors shall be joint and several.

28. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for the obligations secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien. Mortgagor hereby waives any defense based on impairment of the collateral.

29. Governing Law, etc. This Mortgage shall be governed by and construed and interpreted in accordance with the laws of the State in which the Mortgaged Property is located, except that Mortgagor expressly acknowledges that by their respective terms the Note, Loan Agreement and other Loan Documents shall be governed and construed in accordance with the laws of the State of Illinois, and for purposes of consistency, Mortgagor agrees that in any *in personam* proceeding related to this Mortgage the rights of the parties to this Mortgage shall also be governed by and construed in accordance with the laws of the State of Illinois governing contracts made and to be performed in that State.

30. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word "Mortgagee" shall mean "Mortgagee or any successor" the word "person" shall include any individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, or other entity, and the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Mortgage are for convenience or reference only and in no way limit or amplify the provisions hereof.

31. MAXIMUM SECURED AMOUNT OF FUTURE ADVANCES/REVOLVING LOAN. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MORTGAGOR HEREBY ACKNOWLEDGES AND AGREES THAT THE OBLIGATIONS SECURED BY THIS MORTGAGE INCLUDE, AND THAT THIS MORTGAGE IS GIVEN TO SECURE (i) FUTURE ADVANCES THAT MAY BE MADE BY MORTGAGEE OR TO OR FOR THE BENEFIT OF MORTGAGOR, WHETHER MADE PURSUANT TO THE NOTE (AS A REVOLVING LINE OF CREDIT), LOAN AGREEMENT OR OTHER LOAN DOCUMENTS, OR OTHERWISE AT THE OPTION OF MORTGAGEE, AND WHETHER MADE AFTER A REDUCTION TO A ZERO OR OTHER BALANCE, OR MADE OTHERWISE, AND (ii) FUTURE MODIFICATIONS, EXTENSIONS, AND RENEWALS OF THE LOAN AND ANY AND ALL OTHER INDEBTEDNESS SECURED BY THIS MORTGAGE, SUCH THAT THE LIEN OF THIS MORTGAGE WITH RESPECT TO ANY AND ALL OTHER SUCH FUTURE ADVANCES (TO THE MAXIMUM AMOUNT HEREINAFTER STATED), MODIFICATIONS, EXTENSIONS, AND RENEWALS, SHALL HAVE THE SAME PRIORITY, PURSUANT TO IC 32-29-1-10, TO WHICH THIS MORTGAGE OTHERWISE WOULD BE ENTITLED (UPON EXECUTION AND RECORDING) UNDER IC 32-21-4-1, WITHOUT REGARD TO WHETHER ANY SUCH FUTURE ADVANCE, MODIFICATION, EXTENSION, OR RENEWAL MAY OCCUR AFTER THIS MORTGAGE IS EXECUTED. THIS MORTGAGE SHALL SECURE ALL SUCH ADVANCES, WHETHER OPTIONAL OR OBLIGATORY, AND OBLIGATIONS TO MORTGAGEE OF EVERY KIND AND WHENEVER OCCURRING THAT MAY BE INCURRED BY MORTGAGOR AFTER THE EXECUTION OF THIS MORTGAGE ("FUTURE ADVANCES"), PROVIDED HOWEVER, THAT THE MAXIMUM SUM, INCLUDING FUTURE ADVANCES, SECURED BY THIS MORTGAGE AT ANY ONE TIME SHALL NOT EXCEED \$11,000,000.00, SUCH MAXIMUM SUM BEING STATED HEREIN PURSUANT TO AND IN ACCORDANCE WITH IC 32-29-1-10 AND NOT BEING A COMMITMENT BY MORTGAGEE TO MAKE FUTURE ADVANCES.

32. Additional State Law Provisions.

(a) After-Acquired Property. If, after the date of this Mortgage, Mortgagor acquires any property or interest therein that is located on, attached to, or affixed to, the Premises, then it is intended and required under the Granting Clauses of this Mortgage that all such after-acquired property be encumbered by and subject to the lien and security interest of this Mortgage immediately upon its acquisition by Mortgagor and without any further mortgage, conveyance, assignment or transfer. Notwithstanding such intention, upon Mortgagee's request at any time Mortgagor shall execute, acknowledge and deliver any supplemental, additional or other instruments and assurances of title and will do or cause to be done anything further that is reasonably necessary for carrying out such intent of this Mortgage.

(b) Maturity Date. The date on which the final installment or payment of all of the Obligations secured by this Mortgage is due is September 30, 2008, subject to extension, renewal, or acceleration under the terms of the Note, Loan Agreement and the other Loan Documents.

(c) Power of Sale. All references in this Mortgage to a "power of sale" or other non-judicial foreclosure are subject to the understanding that the exercise thereof is absolutely prohibited as to any foreclosure on real property under the laws of the State of Indiana

(the state in which the Premises are located, herein called the "State") as of the date of this Mortgage; that any such power, right or remedy by which Mortgagee could conduct, require or enforce a sale or foreclosure of the Mortgaged Property (other than personal property pursuant to UCC remedies) without judicial proceedings are currently unavailable to Mortgagee; and that, absent a change in State or federal law preceding and applicable to any foreclosure or sale pursuant to this Mortgage, all such references in this Mortgage shall be of no force or effect for any purpose whatsoever. If, after the date hereof, there shall be a change in the laws of the State (or federal law applicable to the State) allowing a power of sale or other non-judicial proceedings for foreclosure and sale of the Mortgaged Property, then Mortgagor agrees that such a change in the law shall apply to this Mortgage and Mortgagee may exercise or institute such power of sale or non-judicial proceedings in the manner provided for under such modified law, provided that such application to this Mortgage is not prohibited under such modified law.

(d) Additional Provision Regarding Foreclosure. With respect to any foreclosure sale of all or any of the Mortgaged Property, Mortgagor agrees, to the extent permitted by applicable law, that:

(i) There is an irrebuttable presumption that the foreclosure sale price (from a sheriff's sale conducted in compliance with applicable law) is equal to the fair market value of the Mortgaged Property sold for purposes of calculating any deficiencies owed by Mortgagor, guarantors and others against whom recovery of a deficiency is sought, regardless of whether the purchaser at the foreclosure sale is the Mortgagee or any other person.

(ii) In the event the foregoing presumption shall not be applied for any reason, and the value of the Mortgaged Property is determined by a court of competent jurisdiction for purposes of calculating any deficiencies owed by Mortgagor, guarantors and others against whom recovery of a deficiency may be sought, the following shall be considered competent evidence for the finder of fact's determination of the fair market value of the Mortgaged Property as of the date of the foreclosure sale:

(A) the Mortgaged Property shall be valued in an "as is" condition as of the date of the foreclosure sale, without any assumption or expectation that the Mortgaged Property will be repaired or improved in any manner before a resale of the Mortgaged Property after foreclosure;

(B) the valuation shall be based upon an assumption that the foreclosure purchaser desires a prompt resale of the Mortgaged Property for cash promptly (but no later than twelve months) following the foreclosure sale;

(C) all expenses to be incurred when Mortgagee or other purchaser resells the Mortgaged Property including reasonable closing costs customarily borne by the seller in a commercial real estate transaction should be added to the Obligations, including, without limitation, brokerage commissions, expenses of title insurance, survey, an environmental assessment and any necessary or appropriate testing and remediation of the Mortgaged Property, tax proration, attorneys' fees, and marketing costs;

(D) the gross fair market value of the Mortgaged Property shall be further discounted to account for any estimated holding costs associated with maintaining the Premises pending sale, including, without limitation, utilities expenses, property management fees, taxes and assessments (to the extent not accounted for in (C) above), and other maintenance expenses; and

(iii) any expert opinion testimony given or considered in connection with a determination of the fair market value of the Mortgaged Property must be given by persons having at least five years experience in appraising improved property in the vicinity where the Mortgaged Property is located and being actively engaged therein at the time of such testimony.

(e) Indiana Responsible Property Transfer Law. To the best of Mortgagor's knowledge, based on information from the Phase I environmental report obtained by Mortgagor, none of the Premises is within the definition of the term "property" contained in IC 13-11-2-174 of the Indiana Responsible Property Transfer Law (the "IRPTL") (IC 13-25-3-1, et seq.), and the transaction evidenced by this Mortgage is not subject to the provisions of IRPTL, because none of the Premises:

(i) Contains one (1) or more facilities that are subject to reporting under Section 312 of the federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11022);

(ii) Is the site of one (1) or more underground storage tanks for which notification is required under 42 U.S.C. 6991a and IC 13-23-1-2(c)(8)(A); or

(iii) Is listed on the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) in accordance with Section 116 of CERCLA (42 U.S.C. 9616).

Mortgagor shall not allow any of the Premises to come within any of the foregoing clauses (i) through (iii), thereby becoming "property" subject to the IRPTL; provided, however, that, notwithstanding the foregoing representations, if at any time it shall be determined that any or all of the Premises is "property" within the meaning of the IRPTL, then nothing contained herein is intended or shall be construed to relieve Mortgagor or any other person from any obligation under the IRPTL, as required as a result of the execution and delivery of this Mortgage (which constitutes a "transfer" as defined in IC 13-11-2-234), to furnish and record a disclosure document, as described and provided for in the IRPTL, with respect to the Premises upon a "transfer" (as defined in IC 13-11-2-234) of the Premises.

(f) Definitions. Terms used in this Section 31 that are not otherwise defined are given the same meaning as set forth in this Mortgage. The following terms and references (for purposes of this Section 31 only) shall mean the following:

(i) "Applicable Law" means statutory and case law in the State of Indiana, including, but not by way of limitation, Mortgage Foreclosure Actions, Ind. Code 32-30-10, Receiverships, Ind. Code 32-30-5, and the Code, as amended, modified and/or recodified from time to time; provided, however, if by reason of mandatory provisions of law, the perfection, the effect of perfection or nonperfection, and the priority of a security

interests in any personal property are governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Indiana, "Code" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to perfection, effect of perfection or non-perfection, and the priority of the security interests in any such personal property.

(ii) "County" means the County in the State in which the Mortgaged Property is located.

(g) Obligations Secured. The term "Obligations" as defined in this Mortgage shall include, without limitation, any judgment(s) or final decree(s) rendered to collect any money obligations of Mortgagor to Mortgagee and/or to enforce the performance or collection of all covenants, agreements, other obligations and liabilities of the Mortgagor under this Mortgage or any or all of the Loan Documents; provided, however, such Obligations shall not include any judgment(s) or final decree(s) rendered in another jurisdiction, which judgment(s) or final decree(s) would be unenforceable by a State Court pursuant to Ind. Code 34-54-3-4. The obtaining of any judgment by Mortgagee (other than a judgment foreclosing this Mortgage) and any levy of any execution under any such judgment upon the Mortgaged Property shall not affect in any manner or to any extent the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any liens, powers, rights and remedies of Mortgagee, but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied.

(h) Security Interest – Rents. Without limiting the scope of the assignment of Rents contained in this Mortgage, the assignment of Rents set forth herein shall constitute an assignment of rents and profits as set forth in Ind. Code 32-21-4-2 and thereby creates, and Mortgagor hereby grants to Mortgagee, a security interest in the Rents that will be perfected upon the recording of this Mortgage.

(i) Consolidation of Actions. If Mortgagee brings an action in the State of Illinois to recover judgment under the Note or Loan Agreement or any other Loan Document and during the pendency of such action brings a separate action in the State of Indiana under this Mortgage, such actions shall be consolidated if and to the extent required pursuant to Ind. Code 32-30-10-10.

(j) Construction Loan; Loan Agreement. The Note evidences a debt created by one or more disbursements made by Mortgagee to Mortgagor to finance the cost of the construction of Improvements upon the Land in accordance with the provisions of the Loan Agreement, and this Mortgage is a construction mortgage as such term is defined in the Code. To the extent necessary to interpret this Mortgage, the provisions of the Loan Agreement are hereby incorporated by reference into this Mortgage with the same effect as if set forth herein. In the event that any such incorporated provisions of the Loan Agreement are inconsistent with the provisions hereof, the provisions of the Loan Agreement shall govern and control to the extent of the inconsistency; provided, however, the provisions of this Section 32 shall govern and control in all circumstances, anything in this Mortgage, the Loan Agreement and the other Loan Documents to the contrary notwithstanding. Notwithstanding anything contained in this Mortgage or the Loan Agreement to the contrary, the provisions in this Mortgage regarding creation, validity, perfection, priority and enforceability of the lien and security interests created hereby, all warranties of title contained herein with respect to the Mortgaged Property and

fixtures and all provisions hereof relating to the realization of the security covered hereby with respect to the Mortgaged Property and, fixtures shall be governed by Applicable Law.

(k) Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied pursuant to this Mortgage, the Note, the Loan Agreement to the extent permitted by Applicable Law.

Notwithstanding anything to the contrary contained in this Mortgage, in the event of any conflict or inconsistency between the provisions of this Section 31 and the other provisions of this Mortgage, the provisions of this Section 31 will govern and control

33. Jury Waiver. Mortgagor hereby waives the right to any jury trial in any action, proceeding or counterclaim brought by Mortgagee or Mortgagor.

34. Permitted Sales. Without Mortgagee's prior written consent, Mortgagor has the right to enter into and close on sales contracts conveying residential lots or commercial lots/acres (referred to as a "Lot or Lots") of the Mortgaged Property (such sales to be referred as "Permitted Sales") provided that the following conditions are met: (i) the sales contracts shall be on form(s) previously approved by Mortgagee; (ii) sales contracts for Lots shall be with arms-length third-party purchasers; (iii) the net sales price for each Lot (net of reasonable and customary closing costs) shall not be less than the "Minimum Loan Reduction Per Lot/Acre" (as set forth on Exhibit "B" attached hereto and made a part hereof); (iv) the partial release price for each Lot be paid to Mortgagee upon the closing of each sale (the "Partial Release Price") shall be the greater of: (a) 90% of the sales proceeds, net of reasonable and customary closing costs; and (b) the Minimum Loan Reduction Per Lot/Acre; (v) Mortgagor shall pay to Mortgagee, in addition to the Partial Release Price, a release fee equal to \$150.00 per partial release deed; (vi) the balance of the Mortgaged Property, not released by the current or previous Permitted Sales, shall have a value of no less than seventy-five percent (75%) of loan to value, as determined by Mortgagee.

The only exceptions to the above conditions are as follows: (i) in the event that the net sales proceeds are less than the applicable Partial Release Price, then Mortgagor may pay the difference out of Mortgagor's own funds; and (ii) upon the substantial sale of Lots of the Mortgaged Property (in Mortgagee's judgment), the Mortgagee shall, in its sole discretion, reduce the amount(s) required for the Minimum Loan Reduction Per Lot/Acre.

35. Contract Earnest Money. Mortgagor shall deposit all amounts collected from purchasers or prospective purchasers of any Lots in the nature of earnest money deposits in Mortgagor's escrow account with Mortgagee.

36. Rights to Sales Contracts. Mortgagee shall have the right, but not the obligation, to demand payment to Mortgagee of any and all monies, contracts, notes or other evidences of indebtedness and the security therefore due to or in favor of Mortgagor, whether the same are payable from Mortgagor, from the escrowee of the escrow account, or from any escrowee of any deed and money escrow involving the encumbrance, sale or other disposition of any Lot to the extent permitted by law and by the sales contract for such Lot. To secure the payment and performance of all obligations of Mortgagor arising hereunder, Mortgagor hereby expressly and irrevocably assigns to Mortgagee and grants a security interest to Mortgagee in all

such right, title and interest in and to such monies and such contracts, notes, and other evidence of indebtedness and the proceeds of all thereof. A copy of this Mortgage certified by an officer of Mortgagee as then being in full force and effect, shall be deemed to be Mortgagor's authorized, valid and binding direction to such escrowee immediately to comply with such demand of Mortgagee.

37. Partial Release of Lots from Lien of Mortgage. Whenever any Lot shall have been sold and conveyed by Mortgagor to any purchaser thereof in conformity with the applicable provisions of this Mortgage, and provided there does not then exist an Event of Default hereunder, Mortgagee will deliver to Mortgagor, an instrument which if duly recorded would operate to release such Lot from the lien of the Mortgage, provided that, as additional conditions to Mortgagee's delivery or such instrument of release, Mortgagor shall pay or cause to be paid to Mortgagee the full Release Price with respect to that Lot.

38. Books and Records. Mortgagor shall keep and maintain at all times at Mortgagor's address stated below or upon ten (10) days prior notice to Mortgagee, as such other place as designated by Mortgagor within the state of Illinois, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Mortgaged Property and copies of all written contracts, leases and other instruments which affect the Mortgaged Property, including without limitation copies of all quotations, purchase orders and contracts obtained by Mortgagor in the course of designing and developing the Mortgaged Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Mortgagee, and Mortgagee may copy the same at Mortgagee's expense, provided that Mortgagee may use and/or release such information only in connection with the administration or enforcement of this Mortgage or the other Loan Documents. Mortgagor shall furnish to Mortgagee, within ninety (90) days after the end of each calendar year, a balance sheet, a statement of income and expenses of the Mortgaged Property and a statement of changes in financial position, each in reasonable detail and certified by Mortgagor. Mortgagor shall furnish, together with the foregoing financial statements and at any other time upon Mortgagee's request, a rent schedule for the Mortgaged Property, if applicable, certified by Mortgagor, showing the name of each tenant, the space occupied, the lease expiration date, the rent payable and the rent paid and the amount and location of any security deposit, and a sales schedule for the Mortgaged Property showing the name of each purchaser, the residential lot to be sold, the date of closing, the sales price and the amount of the earnest money deposited under the sale contract. Mortgagor further covenants and agrees to furnish, or cause to be furnished to Mortgagee annually, within thirty (30) days of when tax returns are filed by such party with the Internal Revenue Service without penalty, financial statements, tax returns, and such other information as may be reasonably required by Mortgagee, of the Mortgagor and of all guarantors of the Loan, certified as true and correct by the appropriate parties. Failure to provide the annual financial statements will result in a rate increase to the Default Rate for the remainder of the term of the Note, or until such default is cured.

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This Mortgage has been duly executed by Mortgagor as of the date first above-written and is intended to be effective as the date first above written.

GCC MERRILLVILLE VENTURE, LLC,
an Illinois limited liability company
By: the sole managers thereof

By: _____
Joe Gupta Joe Gupta

By: _____
Robert Cataldo



This Mortgage has been duly executed by Mortgagor as of the date first above-written and is intended to be effective as the date first above written.

GCC MERRILLVILLE VENTURE, LLC,
an Illinois limited liability company
By: the sole managers thereof

By: _____
Joe Gupta

By: _____
Robert Cataldo



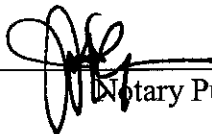
STATE OF ILLINOIS)

SS

COUNTY OF Lake)

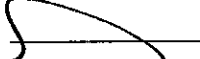
Joginder

The foregoing instrument was acknowledged before me this 26th day of September, 2006, by JOE GUPTA and ROBERT CATALDO, as the sole Managers of GCC MERILLVILLE VENTURE, LLC, an Illinois limited liability company, on behalf of said company.



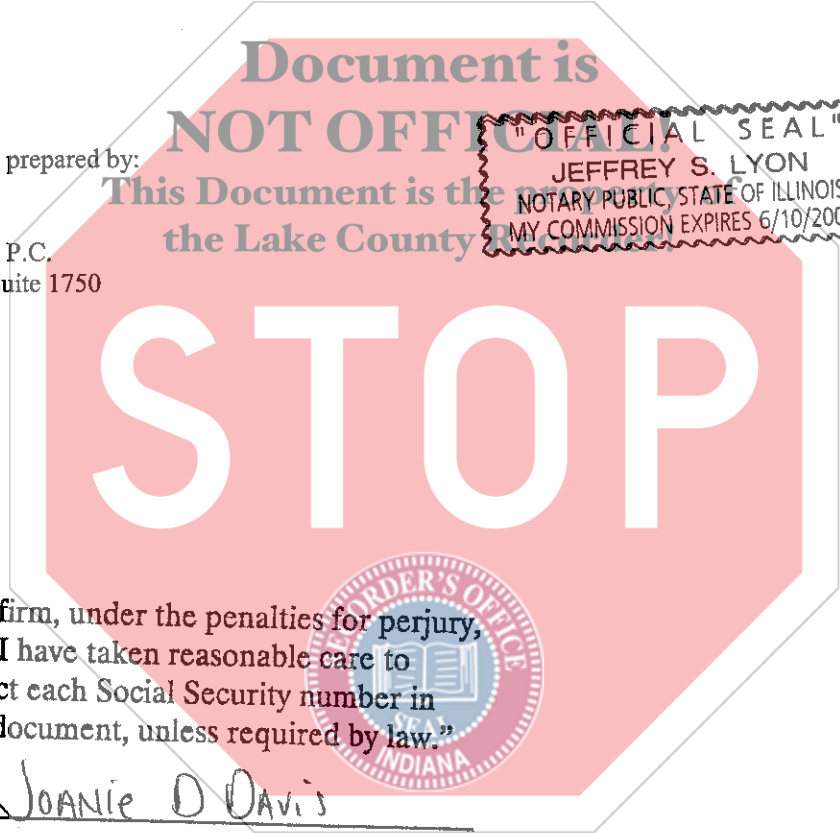
Notary Public

Lake County, IL

My Commission Expires: 

This instrument was prepared by:

Deborah J. Kramer
Heinrich & Kramer, P.C.
205 W. Randolph, Suite 1750
Chicago, IL 60606



"OFFICIAL SEAL"
JEFFREY S. LYON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/10/2009

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."

Joanie D Davis

EXHIBIT "A"

Legal Description

That part of the Northeast $\frac{1}{4}$ of Section 24, Township 35 North, Range 9 West of the 2nd P.M., lying East of the East right-of-way line of the Chicago and Erie R.R. and that portion of the Northwest $\frac{1}{4}$ of Section 19, Township 35 North, Range 8 West of the 2nd P.M., lying North of the right-of-way line of Highway U.S. 30 and lying East of the East right-of-way line of the Chicago and Erie Railroad, Except the following described parcel; Part of the Northwest $\frac{1}{4}$ of said Section 19, described as commencing at a point on the East line, 1702.30 feet South of the Northeast corner of the Northwest $\frac{1}{4}$; thence West, a distance of 610.28 feet; thence South 19 degrees 40 minutes 00 seconds West, a distance of 513.66 feet to the existing North line of Lincoln Highway; thence South 77 degrees 16 minutes 00 seconds East along the North line of Lincoln Highway, a distance of 516.10 feet; thence North, a distance of 174.0 feet; thence East, a distance of 230.0 feet to the East line of the Northwest $\frac{1}{4}$ of Section 19; thence North along the East line of the Northwest $\frac{1}{4}$ of Section 19, a distance of 434.69 feet to the point of beginning;

Also Except: Part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 19, lying North of the Lincoln Highway in Lake County, Indiana, described as: Beginning at the point of intersection of the East line of said Northwest $\frac{1}{4}$ with the North right-of-way line of 200 feet wide Lincoln Highway (U.S. 30) as now occupied and monumented, said point of intersection being in the centerline of Whitcomb Street and 2361.5 feet South of a Railroad spike marking the Northeast corner of said Northwest $\frac{1}{4}$, as measured along the East line of said Northwest $\frac{1}{4}$; thence North along the East line of said Northwest $\frac{1}{4}$ a distance of 226.0 feet; thence West at right angles 230 feet; thence South at right angles 174.0 feet, more or less, to the North right-of-way line of 200 feet wide Lincoln Highway; thence Southeasterly along said North right-of-way of Lincoln Highway 235.8 feet to the point of beginning;

and Further Excepting: part of the Northwest $\frac{1}{4}$ of said Section 19, described as follows: Commencing at the Northeast corner of said Northwest $\frac{1}{4}$; thence due South along the East line of said Northwest $\frac{1}{4}$, a distance of 1702.30 feet to the Northeast corner of Lincolnway Plaza; thence due West along the North line of said Lincolnway Plaza, a distance of 610.28 feet to the Northwest corner of Lincolnway Plaza; thence South 19 degrees 40 minutes West along the Westerly line of said Lincolnway Plaza a distance of 513.66 feet to the existing North right-of-way of Lincoln Highway (U.S. 30); thence North 77 degrees 16 minutes West along said North right-of-way of Lincoln Highway (U.S. 30), a distance of 387.75 feet; thence North 18 degrees 34 minutes 15 seconds East a distance of 307.50 feet; thence North 49 degrees 25 minutes 02 seconds East a distance of 940.85 feet thence North 0 degrees 52 minutes 58 seconds West a distance of 906.96 feet; thence North 62 degrees 04 minutes 55 seconds West a distance of 494.27 feet; thence due North a distance of 83.85 feet to the North line of said Northwest $\frac{1}{4}$; thence South 88 degrees 12 minutes East along said North line, a distance of 800.0 feet to the place of beginning, all in Lake County, Indiana.

and Further Excepting from aforesaid portion of the Northwest Quarter of Section 19, the South 40 feet, being a frontage road described to the Board of County Commissioners of Lake County Indiana in Document No. 175806 and recorded on November 13, 1972 in the recorder's office of Lake County, Indiana.

EXHIBIT "A"

Legal Description (continued)

Tax Property Number: 20 13 0118 0014
20 13 0118 0002
08 15 0118 0002
08 15 0118 0033
08 15 0118 0001
08 15 0118 0058

Property Description: 102 acres on the Northside of US Highway No. 30 at Whitcombe Drive in Schererville and Merrillville, Indiana.



EXHIBIT "B"

Minimum Loan Reduction Per Lot/Acre

	Lots/Acres	Minimum Loan Reduction per Lot/Acre
Schererville single family	48	\$46,142
Merrillville Duplex	55	\$32,612
Merrillville Single Family	125	\$36,238
Commercial Land	17	\$169,581

