

THIS INSTRUMENT WAS PREPARED
by and should be returned to:

STATE OF ILLINOIS
LAKE COUNTY
FILED FOR RECORD

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MICHAEL A. NEMEROFF
RECORDING

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Property Address:
3776-3794 Grant Street, Gary, Indiana
3733-3787 Hayes Street, Gary, Indiana

SECOND MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

This Second Modification of Mortgage and Security Agreement and Assignment of Rents and Leases ("Mortgage Modification") is made this 31st day of March, 2007, between NORTHWEST PARTNERS, L.L.C., an Illinois limited liability company having an office at 5101 Darmstadt Road, Hillside, Illinois 60162 ("Mortgagor"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association having an office at 135 South LaSalle Street, Chicago, Illinois 60603 ("Mortgagee").

WITNESSETH:

Mortgagor and Northwest Indiana Properties, L.L.C., an Illinois limited liability company ("NIP"), are justly indebted to Mortgagee as evidenced by that certain Substitute Secured Term Note dated as of even date herewith among Mortgagor, NIP and Mortgagee in the principal amount of Twelve Million and No/100 Dollars (\$12,000,000.00) (the "Substitute Note"), which is payable to the order of and has been delivered to Mortgagee, whereby Mortgagor and NIP promise to pay the said principal amount, or so much thereof as may be advanced by the holder of the Substitute Note from time to time, together with interest thereon, from the time and at the rate set forth therein, as therein provided at the office of Mortgagee, or at such other place as may be designated in writing by the legal holder thereof, until the maturity date, unless extended as provided therein, at which time the principal sum secured hereby and all accrued interest thereon shall immediately become due and payable. Upon recordation of this Mortgage Modification, the Substitute Note shall supersede and replace that certain Secured Term Note dated as of May 4, 2001, in the principal amount of Fourteen Million and No/100 Dollars (\$14,000,000.00) made by Mortgagor and payable to the order of Mortgagee ("Original Note"). To reflect the substitution of the Substitute Note for the Original Note, the Mortgagor and Mortgagee have agreed to amend that certain Mortgage, Assignment of Rents and Leases Security Agreement and Financing Statement dated as of September 1, 1999, made by Mortgagor and Mortgagee and recorded in the office of the Lake County Recorder on September 18, 2000, as Document Number 2000067834 ("Original Mortgage") as modified by that certain Modification of Mortgage and Security Agreement and Assignment of Rents and Leases dated as of May 4, 2001 and recorded in the office of the Lake County Recorder on July 30, 2001 as Document Number 2001059688.

NOW, THEREFORE, the Original Mortgage is hereby amended as follows:

1. The "Note" referred to in the Original Mortgage shall in all respects be deemed replaced by the Substitute Note.
2. The first Whereas clause is hereby amended and restated in its entirety to read as follows:

WHEREAS, Mortgagor and Northwest Indiana Properties, L.L.C., an Illinois limited liability company ("NIP"), are justly indebted to Mortgagee

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as evidenced by that certain Substitute Secured Term Note dated as of even date herewith in the original principal amount of Twelve Million and No/100 Dollars (\$12,000,000.00) (the "Note"), which is payable to the order of and has been delivered to Mortgagee, whereby Mortgagor and NIP promise to pay the said principal amount, or so much thereof as may be advanced by the holder of the Note from time to time, together with interest thereon, from the time and at the rate set forth therein, as therein provided at the office of Mortgagee, or at such other place as may be designated in writing by the legal holder thereof, until the March 31, 2014 ("Maturity Date"), unless extended as provided therein, at which time the principal sum secured hereby and all accrued interest thereon shall immediately become due and payable.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Second Modification of Mortgage and Security Agreement and Assignment of Rents and Leases to be executed the day and year first above written.

Mortgagor:

NORTHWEST PARTNERS, L.L.C., an Illinois limited liability company

By: BP Capital Management, L.L.C.

By: *Daniel A. Kink*
Its: _____

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Mortgagee:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: *[Signature]*
Its: FVP



STATE OF ILLINOIS)
) SS:
COUNTY OF ~~COOK~~ DuPage)

I, Kathleen H. Hoffmann, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel J. Kilk, the Manager of Northwest Partners, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of April, 2007.



Notary Public

A handwritten signature in black ink that reads "Kathleen H. Hoffmann".



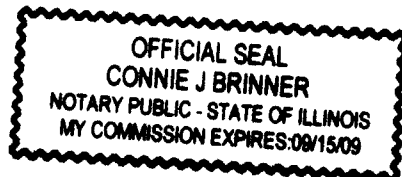
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Connie J. Brinner, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Troyis Burns of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3 day of April, 2007.

Notary Public

Connie J. Brinner



LEGAL DESCRIPTION

Exhibit A

Legal Description

PARCEL I: LOTS 40, 42, 44, 46 AND 48 IN BLOCK 9, IN RED OAK SECOND ADDITION TO TOLLESTON, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 7 PAGE 32, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL II: LOTS 31, 33, 35, 37, 39, 41, 43 AND 47 IN BLOCK 9, IN RED OAK SECOND ADDITION TO TOLLESTON, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 7 PAGE 32, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Property Address:

3776-3794 Grant Street, Gary, Indiana
3733-3787 Hayes Street, Gary, Indiana

KEY NUMBERS: 49-302-44, 49-302-45, 49-302-45, 49-302-46, 49-302-47, 49-302-16, 49-302-17, 49-302-18, 49-302-19, 49-302-20, 49-302-21, 49-302-22 and 49-302-23.

