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This document was prepared by and after recording return to:

MICHAEL A. BROWN
RECORDER

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MORTGAGE MODIFICATION AGREEMENT
(Stonegate Commons)

THIS AGREEMENT is made this 18 day of April, 2007 by and between by **STONEGATE COMMONS INVESTORS, LLC**, an Indiana limited liability company, whose address is 879 Joliet Street, Suite 160, Dyer, IN 46311 ("Mortgagor") and **FIRST MIDWEST BANK**, whose address is 17500 S. Oak Park Avenue, Tinley Park IL 60477 ("Mortgagee").

WHEREAS, to secure the repayment of an indebtedness in the aggregate sum of **TWENTY TWO MILLION THIRTY THOUSAND AND NO/100 (\$22,030,000.00) DOLLARS** (the "Loan"), or so much thereof as may be disbursed and remain unpaid from time to time pursuant to the terms of certain Construction Loan and Security Agreements dated March 9, 2007 by and between Mortgagor and Mortgagee and by and between **THE STONEGATE DEVELOPMENT OF WINFIELD, LLC** and Mortgagee (the "Loan Agreements") and to be repaid in accordance with the terms and provisions of certain promissory notes dated March 9, 2007 executed by **THE STONEGATE DEVELOPMENT OF WINFIELD, LLC** in favor of Mortgagee in the respective amounts of \$7,570,000.00, \$1,400,000.00, and \$3,500,000.00 with respect to the Stonegate development in Winfield, Indiana and certain promissory notes dated March 9, 2007 executed by Mortgagor in favor of Mortgagee in the respective amounts of \$4,460,000.00, \$1,100,000.00, and \$4,000,000.00 with respect to the Stonegate Commons development in Winfield, Indiana (collectively the "Notes"), Mortgagor executed and delivered to Mortgagee a Mortgage, Assignment of Rents and Leases, Security Agreement, Financing Statement and Fixture Filing and an Assignment of Rents and Leases, each dated March 9, 2007 and recorded on March 19, 2007 with the Lake County, Indiana Recorder of Deeds as Document Nos. 2007 022986 and 2007 022987 (collectively the "Mortgage") encumbering the property legally described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Mortgagor has executed a Promissory Note of even date herewith in the amount of \$5,680,000.00 as a substitution, replacement, and restatement of the Promissory Note dated March 9, 2007 in the amount of \$4,460,000.00 which is intended to be secured by the Mortgage; and

WHEREAS, Mortgagor and Mortgagee desire to modify the terms of the Mortgage to state the modified amount of credit secured thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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Chicago Title Insurance Company

1. The foregoing recitals are incorporated herein as though fully set forth. Mortgagor represents and warrants to Mortgagee that the foregoing recitals are true and correct.
2. The terms of the Mortgage are hereby modified to provide that the Mortgage secures the repayment of indebtedness in the aggregate amount of **TWENTY THREE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/ 100 DOLLARS (\$23,250,000.00)** or so much thereof as may be disbursed and remains outstanding from time to time under promissory notes dated March 9, 2007 in the respective amounts of \$7,570,000.00, \$1,400,000.00, and \$3,500,000.00 executed by **THE STONEGATE DEVELOPMENT OF WINFIELD, LLC** in favor of Mortgagee with respect to the Stonegate development in Winfield, Indiana, certain promissory notes dated March 9, 2007 executed by Mortgagor in favor of Mortgagee in the respective amounts of \$1,100,000.00, and \$4,000,000.00 with respect to the Stonegate Commons development in Winfield, Indiana, and a certain promissory note of even date herewith executed by Mortgagor in favor of Mortgagee in the amount of \$5,680,000.00 with respect to the Stonegate Commons development in Winfield, Indiana, together with all renewals, replacements, extensions, and modifications thereof.
3. Mortgagor hereby reaffirms all of the terms and provisions of the Mortgage as modified hereby.

Handwritten initials: JW

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Instrument by their duly authorized representatives on the date first above written.

MORTGAGOR:

STONEGATE COMMONS INVESTORS, LLC,
an Indiana limited liability company

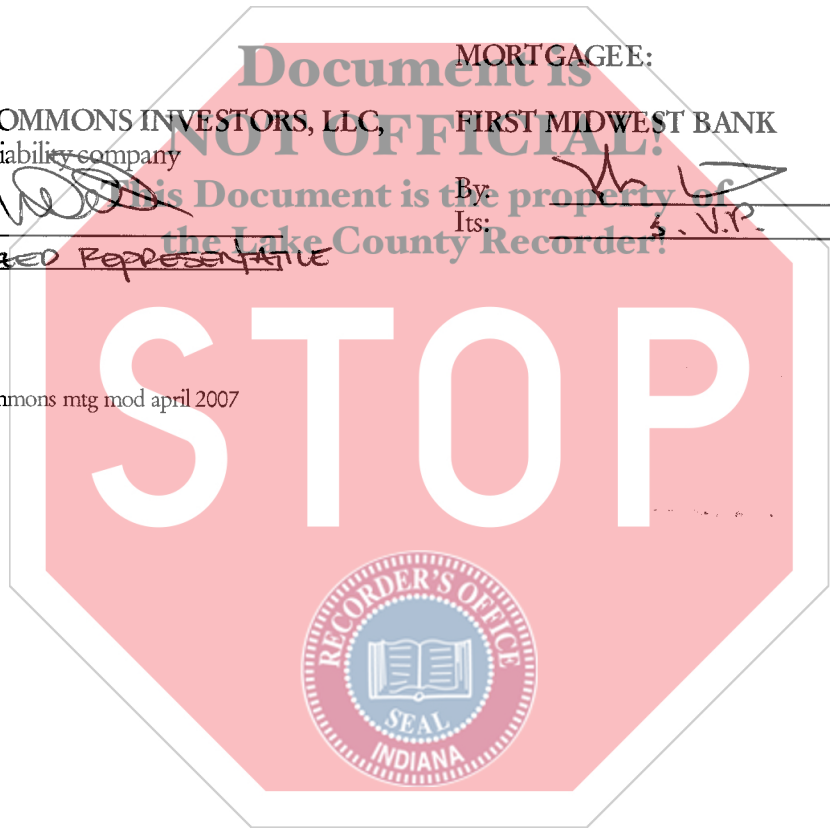
By: *[Signature]*
Its: Authorized Representative

MORTGAGEE:

FIRST MIDWEST BANK

By: *[Signature]*
Its: S. V.P.

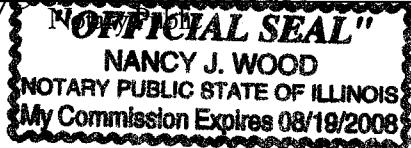
fmidwes2 stonegate commons mtg mod april 2007



STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that PETER NADHAED, ^{Authorized Representative} ~~Manager~~ of STONEGATE COMMONS INVESTORS, LLC, an Indiana limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal, this 18th day of April, 2007.

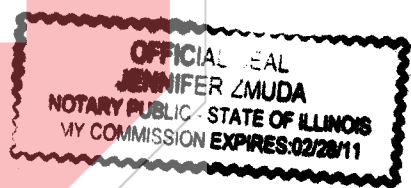
Nancy Wood



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Frank Licata, Senior V. President of FIRST MIDWEST BANK, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as Senior V. President of said corporation as his/her free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth. GIVEN under my hand and official seal this 18 day of April, 2007.

Jennifer Zmuda
Notary Public



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. *Clayton Hayden*



EXHIBIT " A "

LEGAL DESCRIPTION OF REAL ESTATE

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 537.60 FEET THEREOF, CONTAINING 48.034 ACRES, MORE OR LESS, LAKE COUNTY, INDIANA.

