

2007 048513

MORTGAGE MODIFICATION AND SPREADER AGREEMENT

CM4 20062405

THIS MORTGAGE MODIFICATION AND SPREADER AGREEMENT ("Modification") is made and entered into as of April 3, 2007, by **CP Real Estate Holdings, Inc.**, an Indiana corporation ("**Mortgagor**"), having its principal office at 9616 Indianapolis Boulevard, Highland, Indiana 46322 in favor of **MB Financial Bank, N.A.** ("**Mortgagee**"), having its principal office at 16255 South Harlem Avenue, Tinley Park, Illinois 60477, Attention: Karl Hershberger.

RECITALS:

WHEREAS, Mortgagee has heretofore made a loan (the "**Loan**") to Mortgagor in the original principal amount of Seven Hundred Eighty Three Thousand and 00/100 Dollars (\$783,000.00); and

WHEREAS, Mortgagor and Mortgagee entered into a Loan Agreement dated as of April 24, 2006 (the "**Loan Agreement**") setting forth provisions of the Loan; and

WHEREAS, the Loan is evidenced by a Mortgage Note dated as of April 24, 2006 (the "**Note**"), made by Mortgagor, whereby the Mortgagor promised to pay to the order of Mortgagee the principal sum of Seven Hundred Eighty Three Thousand and 00/100 Dollars (\$783,000.00), all as more specifically set forth in said Note; and

WHEREAS, the Note is secured by, among other things, a Mortgage, Assignment of Leases and Rents, and Security Agreement, dated as of April 24, 2006, by Mortgagor in favor of Mortgagee, recorded in the Office of the Lake County Recorder of Deeds, Lake County, Indiana as Document No. 2006034427 (the "**Mortgage**"); and any and all other instruments and documents executed by or on behalf of Mortgagor and delivered to Mortgagee in connection with the Loan, which are hereinafter collectively referred to as the "**Other Security Documents**"; and

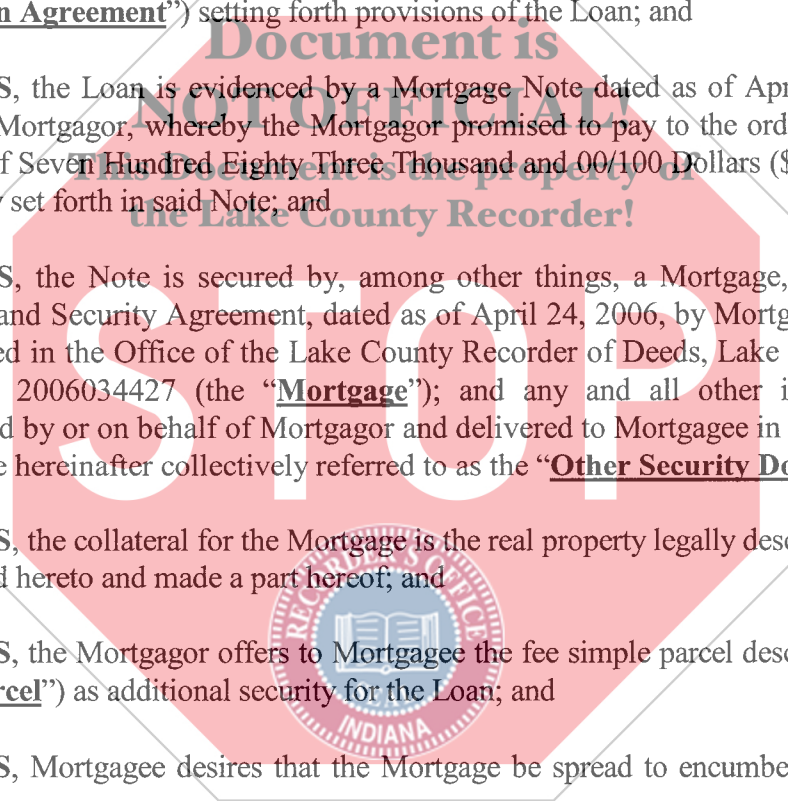
WHEREAS, the collateral for the Mortgage is the real property legally described in Exhibit A, which is attached hereto and made a part hereof; and

WHEREAS, the Mortgagor offers to Mortgagee the fee simple parcel described at Exhibit B ("**Additional Parcel**") as additional security for the Loan; and

WHEREAS, Mortgagee desires that the Mortgage be spread to encumber the Additional Parcel; and

WHEREAS, the parties desire to modify and amend the Loan as provided herein and as a condition to such modification, Mortgagee is requiring: (i) this Modification; (ii) an Amendment to Mortgage Note dated of even date herewith executed by Mortgagor (the "Note Amendment"),

CHICAGO TITLE INSURANCE COMPANY



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whereby the Note is modified as provided above; (iii) an Amendment to Loan Agreement; and (iv) a Consent and Reaffirmation of Guarantor.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and the Other Security Documents.

2. **References to Note.** From and after the date hereof (i) the Mortgage, the Assignment and the Other Security Documents shall be deemed to secure the Note as modified by the Note Amendment; and (ii) any and all references in the Mortgage or the Other Security Documents to the "Note" shall be deemed to refer to the Note as modified by the Note Amendment.

3. **References to Loan Documents.** Any and all references in the Note, the Mortgage and the Other Security Documents to the "Loan Documents" shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification.

4. **Reference to Land and Property** The lien of the mortgage on the Land and the Property described in the Mortgage shall be deemed a first and superior lien on the real property described at Exhibit A attached hereto and made a part hereof, and shall be deemed a first and superior lien on the real property described at Exhibit B attached hereto and made a part hereof.

5. **Reaffirmation of Representations and Warranties.** Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage and the Other Security Documents.

6. **Reaffirmation of Covenants.** Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.

7. **Governing Law.** The rights and duties of the parties hereunder shall be construed, enforced and governed according to the laws of the State of Illinois. In the event that any provision or clause of this Mortgage, the Note or any of the other Loan Documents conflicts with applicable law, or is adjudicated to be invalid or unenforceable, same shall not affect other provisions of this Mortgage, the Note or any of the other Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage, the Note or

any of the other Loan Documents are declared to be severable and the validity or enforceability of the remainder of the Loan Document in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision.

In the event that any provision or clause of this Modification, the Note Amendment or any of the other Loan Documents conflicts with applicable law, or is adjudicated to be invalid or unenforceable, same shall not affect other provisions of this Modification, the Note Amendment or any of the other Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of this Modification, the Note Amendment or any of the other Loan Documents are declared to be severable and the validity or enforceability of the remainder of the Loan Documents in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision.

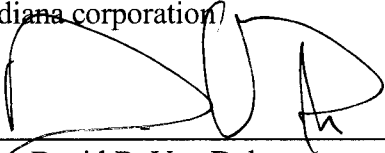
[signature appears on the following page]



IN WITNESS WHEREOF, the Mortgagee has caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

MORTGAGOR:

CP Real Estate Holdings, Inc.
an Indiana corporation

By: 

Name: David B. Van Dyke

Title: President

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County and State, **DO HEREBY CERTIFY** that David B. Van Dyke, the President of CP Real Estate Holdings, Inc., an Indiana corporation, 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, on behalf of said company and as his free and voluntary act, and as the duly authorized and free and voluntary act of the company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 3rd day of April, 2007.


Notary Public

My Commission expires: 4/11/09



After recording, please return to:

Schwartz Cooper Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attention: Joan T. Berg



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. Stacey Prigge

Exhibit A
Legal Description

PART OF THE EAST HALF OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 2, 1655.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST, CONTINUING ALONG SAID EAST LINE 612.87 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 12 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, 272.25 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST, PARALLEL WITH SAID EAST LINE, 160.00 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 12 SECONDS EAST, PARALLEL WITH THE SAID SOUTH LINE, 63.54 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST, PARALLEL WITH THE SAID EAST LINE, 104.36 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 12 SECONDS EAST PARALLEL WITH SAID SOUTH LINE, 208.71 FEET TO THE SAID EAST LINE, THENCE SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST ALONG SAID EAST LINE, 120.00 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 52 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE, 529.35 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, 1324.88 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE 89 DEGREES 54 MINUTES 46 SECONDS WEST, ALONG THE SAID SOUTH LINE, 465.00 FEET TO THE WEST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST, ALONG SAID WEST LINE, 1324.51 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE NORTH 89 DEGREES 52 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER, 172.77 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, 806.61 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS EAST, 335.78 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, 190.00 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 38 SECONDS EAST, 487.54 FEET TO THE POINT OF BEGINNING.

Exhibit B
Legal Description of Additional Parcel

PARCEL 1: PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1655.94 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 38 SECONDS WEST, A DISTANCE OF 487.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 190.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 38 SECONDS WEST, A DISTANCE OF 335.78 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 190.00 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 38 SECONDS EAST, A DISTANCE OF 335.78 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

AND

PARCEL 2: PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1655.94 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 38 SECONDS WEST, A DISTANCE OF 823.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 996.61 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 52 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 504.22 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 996.23 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 38 SECONDS EAST, A DISTANCE OF 504.22 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

AND

PARCEL 3: PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 2663.17 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE CONTINUING SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST, ALONG THE EAST

LINE OF SAID SECTION 2, A DISTANCE OF 1325.26 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 54 MINUTES 46 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 527.52 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST, A DISTANCE OF 1324.86 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE NORTH 89 DEGREES 52 MINUTES 12 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 529.35 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

