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CLERK OF COURT
LAKE COUNTY
PUBLIC RECORDS

TCF NATIONAL BANK 2007 095704
Fourth AMENDMENT
TO Commercial MORTGAGE,
Assignment of Rents, Security
Agreement And Financing Statement

2007 DEC -6 AM 9:16

MICHAEL A. BROWN
RECORDER

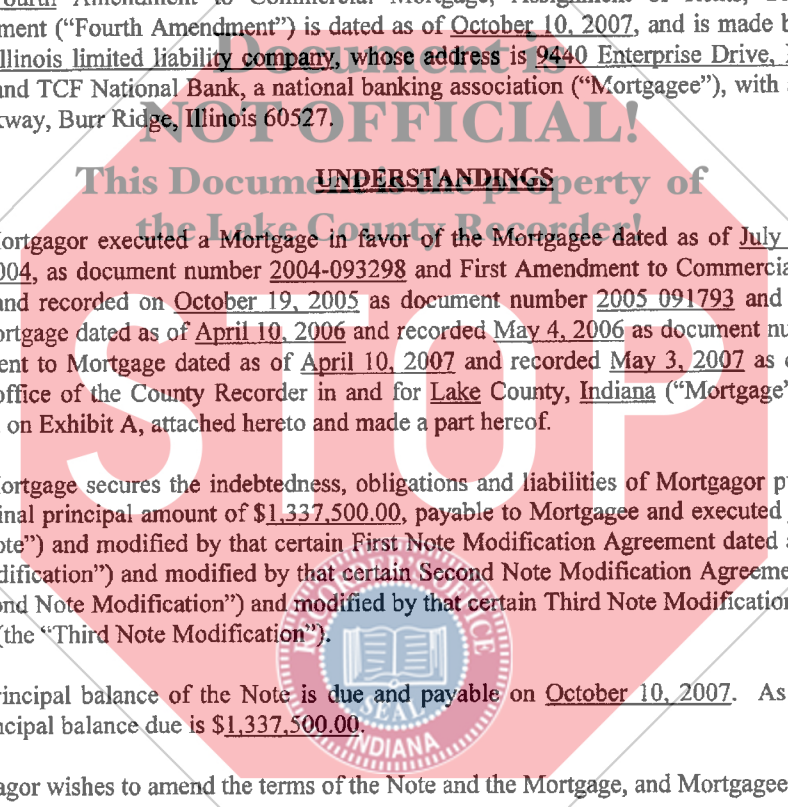
PREPARED BY AND AFTER RECORDING MAIL TO:

TCF NATIONAL BANK
800 Burr Ridge Parkway
Burr Ridge, Illinois 60527
Attn: Commercial Lending Department

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This Fourth Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("Fourth Amendment") is dated as of October 10, 2007, and is made between SEC RT. 41 & 67TH LLC, an Illinois limited liability company, whose address is 9440 Enterprise Drive, Mokena, Illinois 60448 ("Mortgagor") and TCF National Bank, a national banking association ("Mortgagee"), with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527.

CHICAGO TITLE INSURANCE COMPANY



UNDERSTANDINGS

1. The Mortgagor executed a Mortgage in favor of the Mortgagee dated as of July 12, 2004 and recorded November 2, 2004, as document number 2004-093298 and First Amendment to Commercial Mortgage dated as of July 10, 2005 and recorded on October 19, 2005 as document number 2005 091793 and Second Amendment to Commercial Mortgage dated as of April 10, 2006 and recorded May 4, 2006 as document number 2006 037591 and Third Amendment to Mortgage dated as of April 10, 2007 and recorded May 3, 2007 as document number 2007 036420 in the office of the County Recorder in and for Lake County, Indiana ("Mortgage") encumbering the real estate described on Exhibit A, attached hereto and made a part hereof.
2. The Mortgage secures the indebtedness, obligations and liabilities of Mortgagor pursuant to a promissory note in the original principal amount of \$1,337,500.00, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note") and modified by that certain First Note Modification Agreement dated as of July 10, 2005 (the "First Note Modification") and modified by that certain Second Note Modification Agreement dated as of April 10, 2006 (the "Second Note Modification") and modified by that certain Third Note Modification Agreement dated as of April 10, 2007 (the "Third Note Modification").
3. The principal balance of the Note is due and payable on October 10, 2007. As of the date hereof, the outstanding principal balance due is \$1,337,500.00.
4. Mortgagor wishes to amend the terms of the Note and the Mortgage, and Mortgagee is willing to do so.

NOW, THEREFORE, in consideration of the Understandings as set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

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1. The Maturity Date (as such term is defined in the Mortgage) shall be changed from October 10, 2007 to January 10, 2008. All references in the Mortgage to the phrase "October 10, 2007" are hereby deleted in their entirety and replaced with the phrase "January 10, 2008", and the phrase "Maturity Date" shall be amended to be defined as January 10, 2008.

2. In all other respects, unless specifically modified hereby, the Mortgage shall remain unchanged and in full force and effect.

SIGNED AND DELIVERED IN Burr Ridge, Illinois by the parties hereto as of the day and year written above.

MORTGAGOR:

MORTGAGEE:

SEC RT. 41 & 67TH LLC

TCF NATIONAL BANK

An Illinois limited liability company

By: Michael H. Rose
Michael H. Rose
Its: Manager

By: Scott Behrends
Scott Behrends
Its: Commercial Loan Officer

By: Barbara Kaminski
Barbara Kaminski
Its: Commercial Closing Officer

STATE OF ILLINOIS)

Document is NOT OFFICIAL!

COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael H. Rose personally known to me to be the same person whose name is as Manager of SEC RT. 41 & 67TH LLC, an Illinois limited liability company subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered 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 24 day of October, 2007.

Rebecca M. Benoit
Notary Public

STATE OF ILLINOIS)

OFFICIAL SEAL
REBECCA M. BENOIT
Notary Public, State of Illinois
My Commission Expires April 13, 2011

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Scott Behrends and Barbara Kaminski, as Commercial Loan Officer and Commercial Closing Officer of TCF National Bank, a national banking association subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they being duly authorized, signed and delivered said instruments as their 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 Notarial Seal this 27TH day of October, 2007.

Kim Zajac
Notary Public

OFFICIAL SEAL
Kim Zajac
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 03-21-11

EXHIBIT A

To

FOURTH AMENDMENT TO MORTGAGE

DATED AS OF **OCTOBER 10, 2007** BETWEEN

SEC RT. 41 & 67TH LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, THENCE RUNNING NORTH ALONG THE WEST LINE OF SECTION 9, A DISTANCE OF 1108.07 FEET TO THE PROLONGATION OF THE SOUTH RIGHT OF WAY LINE OF 67TH AVENUE; THENCE SOUTH 89 DEGREES 09 MINUTES 10 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF 67TH PLACE EXTENDED A DISTANCE OF 62.67 FEET TO A POINT LABELED AS 3273 ON EXHIBIT "B" OF A RIGHT OF WAY PARCEL PLAT PREPARED FOR THE INDIANA DEPARTMENT OF TRANSPORTATION SHOWN AS PARCEL 37, CODE 3847 OF PROJECT NH-019-4(014), ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 09 MINUTES 10 SECONDS EAST, ALONG SAID SOUTH LINE OF 67TH PLACE, A DISTANCE OF 355.09 FEET; THENCE SOUTH 0 DEGREES 07 MINUTES 35 SECONDS WEST, 149.47 FEET TO A POINT (DESCRIBED AS PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, COMMENCING AT A POINT ON THE WEST LINE OF SAID SECTION 9 AND 958.6 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 09 MINUTES 10 SECONDS EAST, 417.76 FEET); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 258.00 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 10 SECONDS WEST, 351.34 FEET TO A POINT LABELED AS 3272 ON PREVIOUSLY DESCRIBED EXHIBIT "B" SAID POINT BEING ON THE NEWLY CREATED EASTERLY RIGHT OF WAY LINE OF U.S. 41 AS PER SAID EXHIBIT "B"; THENCE NORTH 00 DEGREES 29 MINUTES 07 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE (DESCRIBED AS THENCE NORTH 0 DEGREES 57 MINUTES 50 SECONDS WEST 38.041 METERS (124.81 FEET) IN SAID EXHIBIT "A", PARCEL 37") 124.81 FEET TO A POINT BEING THE SOUTHWEST CORNER OF A "TEMPORARY RIGHT OF WAY FOR DRIVE CONSTRUCTION" AS DESCRIBED FOR PARCEL 37A, CODE 3847 OF PROJECT NH-019-4(014); THENCE NORTH 00 DEGREES 28 MINUTES 39 SECONDS WEST 49.21 FEET ALONG THE WEST LINE OF SAID TEMPORARY DRIVE; THENCE NORTH 00 DEGREES 28 MINUTES 41 SECONDS WEST 233.55 FEET MORE OR LESS, ALONG THE EASTERLY RIGHT OF WAY LINE OF PARCEL 37 TO THE POINT OF BEGINNING, ALL IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA; EXCEPTING THAT PART DEEDED TO THE STATE OF INDIANA BY WARRANTY DEED RECORDED JULY 17, 2002 AS DOCUMENT NO. 2002 063939 FOR RIGHT OF WAY PURPOSES.

COMMONLY KNOWN AS: SEC US RT 41 & 67TH PLACE, SCHERERVILLE, INDIANA

P.I.N.: 13-4-111, 13-4-116, 13-4-127

PREPARED BY AND AFTER RECORDING MAIL TO:

TCF NATIONAL BANK
800 Burr Ridge Parkway 380-04-0
Burr Ridge, Illinois 60527
Attn: Commercial Lending Department

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. Heather Johns