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2007 100655

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 DEC 27 AM 9:20

MICHAEL A. BROWN
RECORDER

SECURITY DOCUMENT ACKNOWLEDGMENT

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This Security Document Acknowledgment ("Acknowledgment") is made as of December 18, 2007, by **45th STREET PROPERTIES, LLC**, an Indiana limited liability company ("Borrower"), to and for the benefit of **MIDWEST BANK & TRUST COMPANY**, an Illinois state banking association (together with its successors and assigns, "Bank"), at its offices at 501 West North Avenue, Melrose Park, Illinois 60160.

Borrower executed and delivered to Bank, as of October 6, 2005, the following:

(A) Mortgage and Security Agreement, dated as of October 6, 2005, and recorded in the Office of the Recorder of Lake County, Indiana on October 11, 2005, as Document Number 2005 088936 (the "Mortgage"), whereby Borrower granted to Bank a mortgage interest in and to the real estate commonly known as 1800-1844 45th Street, Munster, Lake County, Indiana 46321, described as follows:

Lot 1 in 45th Avenue Addition, a Planned Unit Development, to the Town of Munster, Lake County, Indiana, as per plat thereof, recorded in Plat Book 91, page 82, in the Office of the Recorder of Lake County, Indiana

(the "Property");

(B) Assignment of Rents and Leases, dated as of October 6, 2005, and recorded in the Office of the Recorder of Lake County, Indiana on October 11, 2005, as Document Number 2005 088937 (the "Rent Assignment"), whereby Borrower granted to Bank an interest in rents and leases with respect to the Property; and

(C) Continuing Security Agreement, dated as of October 6, 2005 (the "Security Agreement"), whereby Borrower granted to Bank an interest in certain personal property.

The Mortgage, Rent Assignment and Security Agreement (collectively, the "Security Documents") secured repayment of certain obligations as specified therein. All of the Security Documents specifically provided that the properties mortgaged, assigned and pledged secured repayment of the specified obligations and of future advances.

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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CHICAGO TITLE INSURANCE COMPANY

As of the date of this Acknowledgment, Bank has agreed to make two additional loans to Borrower, one in the principal amount of \$500,000.00, and the other in the maximum principal amount of \$750,000.00 (collectively, the "New Loans"). The New Loans are to be evidenced by:

(AA) that certain Secured Balloon Note in the principal amount of \$500,000.00, with a final payment due on the fifth (5th) anniversary of the date of this Acknowledgment; and

(BB) that certain Secured Construction Draw Note in the maximum principal amount of \$750,000.00, with a final payment due on the fifth (5th) anniversary of the date of this Acknowledgment


(collectively, the "New Notes"). In consideration of the agreement of Bank to advance the New Loans, Borrower hereby acknowledges and agrees that the New Loans, as evidenced by the New Notes, constitute future advances, the repayment of which is secured by the Mortgage, the Rent Assignment and the Security Agreement without modification or amendment, as though the New Loans had been advanced on the date of the Security Documents and the New Loans had been advanced on said date.

Borrower acknowledges that the Security Documents remain in full force and effect.

IN WITNESS WHEREOF, Borrower has executed this Security Document Acknowledgment as of December 18, 2007.

Borrower: **45TH STREET PROPERTIES, LLC**
an Indiana limited liability company

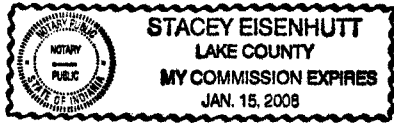
By: 
Martin F. Shreibak, Managing Member

By: 
Brian H. McShane, Managing Member

STATE OF INDIANA)
)
) SS:
COUNTY OF LAKE)

BEFORE ME, the undersigned, a Notary Public, on December 18, 2007, personally appeared ^{Martin F. Shreppak and} ~~Brian H. McShane~~, personally known to me to be the same person whose name is are subscribed to the foregoing document as ^{Manager} ~~Manager~~ of 45th Street Properties, LLC, and being first duly sworn by me upon oath, acknowledged that he has read and understands the foregoing and that he has affixed his name to and delivered said document as his own free and voluntary act and as the fre and voluntary act of said entity for the uses and purposes therein set forth.

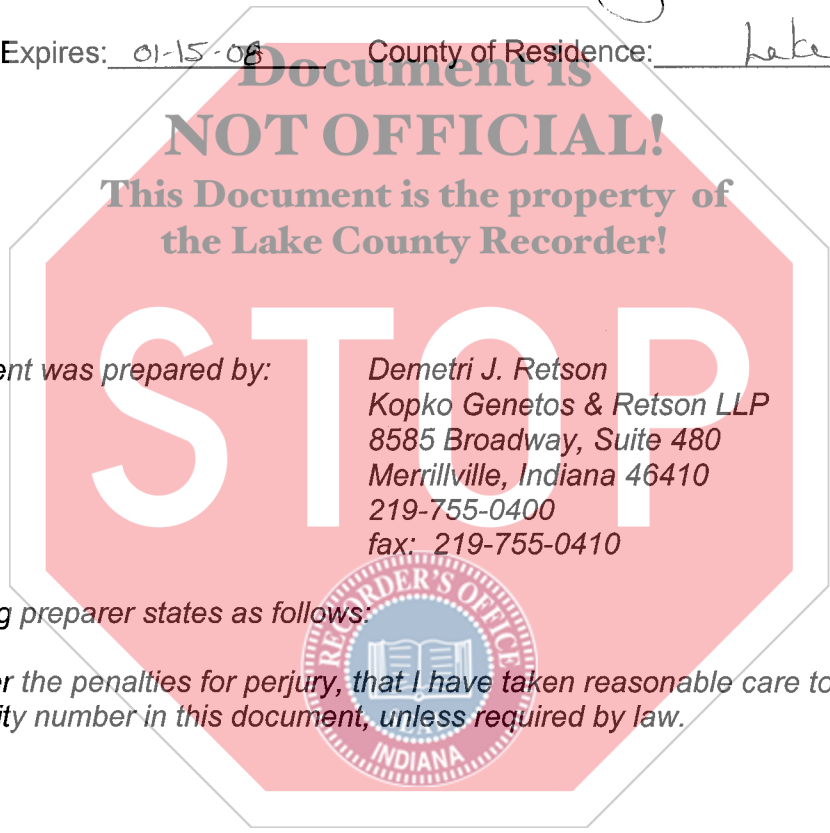
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Stacey Eisenhutt

, Notary Public

Commission Expires: 01-15-08 County of Residence: Lake



This instrument was prepared by: Demetri J. Retson
Kopko Genetos & Retson LLP
8585 Broadway, Suite 480
Merrillville, Indiana 46410
219-755-0400
fax: 219-755-0410

The foregoing preparer states as follows:
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.