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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2008 MAR 28 AM 8:38

Julie L. Kaminski  
Wolin, Kelter & Rosen, Ltd.  
55 W. Monroe Street, Suite 3600  
Chicago, Illinois 60603  
W&R File No.: 9400/0657

MICHAEL A. BROWN  
RECORDER

(Space Above For Recorder's Use)

SSA INC., as Borrower,

and

GARY KITCHEN, INC. and GRANT DONUT, INC., as New Borrower

and

THE NATIONAL REPUBLIC BANK OF CHICAGO, as Lender

**Document is NOT OFFICIAL!**

This Document is the property of  
**FIRST LOAN MODIFICATION AND RATIFICATION AGREEMENT**

**SECURING DEBT IN THE AMOUNT OF \$1,000,000.00**

**STOP**

Dated: As of March 10, 2008

Property Address: 3360 Grant Street, Gary, Indiana  
Tax Parcel: 41-49-0013-0036

Property Address: 3746 Arthur Street, Gary, Indiana  
Tax Parcel: 41-49-0305-0035

County: Lake

Loan No.:



3600  
1169  
Rm

**THIS DOCUMENT MODIFIES DOCUMENT NO. 2005-090818.**

824541

**THIS FIRST LOAN MODIFICATION AND RATIFICATION AGREEMENT** (this "Agreement") is made as of March 10, 2008, by and among **SSA INC.**, an Indiana corporation, having an address at 6060 Ridge Road, Gary, Indiana 46408 ("Borrower"), **GARY KITCHEN, INC.**, an Indiana corporation, having an address at 3746 Arthur Street, Gary, Indiana 46408 and **GRANT DONUT, INC.**, an Indiana corporation, having an address at 3360 Grant Street, Gary, Indiana 46408 (collectively "New Borrower") and **THE NATIONAL REPUBLIC BANK OF CHICAGO** ("Lender"), having an address at 1201 West Harrison Street, Chicago, Illinois 60607, and **SUNIL MODI, SALIL CONTRACTOR, AND AMRIT PATEL** in their capacity as a guarantor under the Loan Documents (defined below) dated January 31, 2005 (collectively "Principal"), and is restating, reaffirming and modifying that certain Loan (defined below) dated January 31, 2005, by and between Borrower and Lender, and the other Loan Documents, as follows.

**WITNESSETH:**

**WHEREAS**, Lender was pursuing a foreclosure action against the Property, described below;

**WHEREAS**, Borrower desired to purchase Lender's note and mortgage;

**WHEREAS**, after completion of the foreclosure action, Lender intended to transfer title of the Property to Borrower pursuant to the purchase by Borrower of the note and mortgage held by Lender;

**WHEREAS**, as of January 31, 2005, Lender extended a loan to Borrower in the original aggregate principal amount of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) (the "Loan") for the purposes of purchasing a note and mortgage in favor of Lender;

**WHEREAS**, the Loan is evidenced by a Promissory Note, dated as of January 31, 2005 (the "Closing Date"), made by Borrower in favor of Lender, in the original principal amount of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) (the "Note");

**WHEREAS**, the Note is secured by, among other things, (i) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Security Instrument") dated as of the Closing Date given by Borrower to Lender on the property described in Exhibit A and (ii) the documents and instruments listed on Exhibit B attached hereto and made a part hereof (the Note, the Security Instrument, the other documents and instruments listed on Exhibit B, together with any other documents and instruments relating to the Loan, whether now or hereafter existing, as the same from time may to time may be amended, extended, consolidated, renewed or replaced, collectively, the "Loan Documents");

**WHEREAS**, Borrower has restructured the ownership of its business operations located at he Property;

**WHEREAS**, Lender has required, as a condition of the restructuring of the ownership of the business operations, that Borrower ratify and confirm its obligations under the Loan Documents, and that GRANT DONUT, INC. and GARY KITCHEN, INC. become co-borrowers of the Note and Obligations of the Loan Documents; and

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. NOTE. New Borrower hereby ratifies, confirms and assumes the terms and conditions of the Note. Borrower hereby ratifies and confirms terms and conditions of the Note. Borrower and New Borrower acknowledge that the Note is a valid existing obligation of Borrower and New Borrower.

2. SECURITY INSTRUMENT. The Security Instrument dated January \_\_\_\_, 2005, and recorded October 17, 2005, as Document Number 2005-090818 is a valid existing fist lien on the Property, and continues to secure the Note. Borrower and New Borrower hereby ratify and confirm the Security Instrument.

3. LOAN DOCUMENTS. Each of the Loan Documents is hereby ratified, confirmed and assumed by Borrower and New Borrower.

4. BORROWER AND NEW BORROWER'S COVENANTS.

Borrower and New Borrower hereby agree, for the benefit of Lender and its successors and assigns, to be bound by, observe and perform, all past (to the extent unsatisfied), present and future liabilities, terms, provisions, covenants and obligations under the Loan Documents, and Borrower agrees that it will be bound by all of such terms and provisions, promptly pay all such liabilities and promptly observe and perform all such covenants and obligations, with the same force and effect.

5. AGREEMENTS OF BORROWER. Except as modified herein, Borrower and New Borrower hereby acknowledge and agree that:

a. all of the terms, provisions, covenants, representations, warranties, conditions and stipulations contained in the Loan Documents, are hereby ratified and confirmed by Borrower and New Borrower in all respects, and shall continue to apply with full force and effect to Borrower from and after the date hereof;

b. all of the representations and warranties made by Borrower at the time of the Loan shall be deemed to be remade by Borrower and New Borrower as of the date hereof with respect to all matters specified therein and with respect to this Agreement fully as if set forth herein, all of which remain true and correct;

c. as of the date hereof, the obligations of Borrower under the Loan, are not subject to any reduction, limitation, impairment or termination for any reason, including, without limitation, any claim of waiver, release, surrender or compromise;

d. as of the date hereof, there are no offsets, defenses or counterclaims to the obligations under the Loan;

e. as of the date hereof, no default or Event of Default (such term and all other capitalized terms used but not otherwise defined herein shall have the meanings provided therefore in the Security Agreement) and no event which, with the giving of notice, the passage of time, or

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both, would constitute a default or Event of Default, has occurred and is continuing under any of the Loan Documents; and

f. the agreement of Lender to amend the Note shall not be deemed an agreement by Lender to accept additional amendments to the Loan, to waive any defaults or to waive any of its rights under the Loan Documents.

6. CONTINUING LIABILITY OF PRINCIPALS. Principals reaffirm, restate, and agree to all guarantees for the benefit of Lender and its successors and assigns, to be bound by, observe and perform, all past (to the extent unsatisfied), present and future liabilities, terms, provisions, covenants and obligations under the Guaranty, and agrees that it will be bound by all of such terms and provisions, promptly pay all such liabilities and promptly observe and perform all such covenants and obligations, with the same force and effect.

7. RELEASE OF LENDER. Borrower and New Borrower hereby releases, relinquishes, discharges and waives any and all claims, demands, actions, causes of actions, suits, debts, costs, dues, sums of money, accounts, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, expenses and liabilities whatsoever, known or unknown, at law or in equity, irrespective of whether such arise out of contract, tort, violation of laws or regulations or otherwise, which Borrower or New Borrower (and its respective successors, assigns, legal representatives, heirs, executors or administrators) ever had, now have or hereafter can, may or shall have against Lender, Lender or their officers, directors, employees, representatives, agents, trustees, shareholders, partners, members, contractors, advisors, attorneys, subsidiaries, affiliates, predecessors, successors or assigns by reason of any matter, cause or thing whatsoever from the beginning of the world to and including the date of this Agreement arising out of, relating to, or in connection with, the Loan, the Loan Documents, this Agreement or the transactions contemplated hereunder, whether known or unknown as of the date hereof.

8. PRIORITY OF LIENS NOT AFFECTED. This Agreement does not constitute the extinguishment of the debt evidenced by the Loan Documents, nor will they in any way affect or impair the liens and security interests created by the Loan Documents, which Borrower and New Borrower acknowledge to be valid and existing liens on and security interests in the Property. Borrower and New Borrower agree that the lien and security interests created by the Security Instrument continue to be in full force and effect, unimpaired by this Agreement and that said liens and security interests shall so continue in their perfection and priority until the debt secured by the Loan Documents is fully discharged.

9. GENERAL PROVISIONS.

a. Definition of Loan Documents. Each of the Loan Documents is hereby modified to the extent necessary so that the term "Loan Documents," as such term may be used therein, shall be deemed to include this Agreement.

b. Reservation of Rights. Nothing contained in this Agreement shall prevent or in any way diminish or interfere with any rights or remedies, including, without limitation, the right to contribution, which Lender may have against Borrower, New Borrower or any other party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified at Title

42 U.S.C. 9601 et seq.), as it may be amended from time to time, any successor statute thereto or any other applicable federal, state or local laws, all such rights being hereby expressly reserved.

c. Rights Cumulative. Lender's rights under this Agreement shall be in addition to all of the rights of Lender under the Note and the other Loan Documents.

d. Methods of Enforcement. This Agreement is subject to enforcement by Lender at law or in equity, including, without limitation, actions for damages or specific performance.

e. Costs of Enforcement. In the event that Lender shall retain the services of an attorney or any other consultants in order to enforce this Agreement, or any portion hereof, Borrower agrees to pay to Lender any and all costs and expenses, including, without limitation, reasonable attorneys' fees, costs and disbursements, incurred by Lender as a result thereof.

f. Further Assurances. Borrower and New Borrower agree to execute and deliver all such documents and instruments, and do all such other acts and things, as may be reasonably required by Lender in the future to perfect, assure, confirm or effectuate the extension of the Note contemplated by and set forth in this Agreement.

g. Counterpart Signatures. This Agreement and any document or instrument executed pursuant thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

h. Reliance. Lender would not have consented to the extension specified herein without Borrower or New Borrower entering into this Agreement. Accordingly, Borrower and New Borrower intentionally and unconditionally enters into the covenants and agreements as set forth above and understands that, in reliance upon and in consideration of such covenants and agreements, Lender has agreed to the amendments stated herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Loan Modification and Ratification Agreement as of the day and year first above written.

BORROWER:

SSA Inc., an Indiana corporation

By: 

Name: Amrit J. Patel

Its: IAN President

[Additional signatures to follow]

NEW BORROWER:

GARY KITCHEN, INC., an Indiana corporation

By: [Signature]  
Name: SUNIL MODI  
Its: President

GRANT DONUT, INC., an Indiana corporation

By: [Signature]  
Name: SUNIL MODI  
Its: President

PRINCIPAL:

[Signature]  
SUNIL MODI

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

[Signature]  
SALIL CONTRACTOR

[Signature]  
AMRIT PATEL

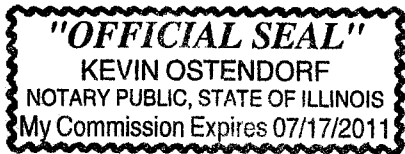
LENDER:  
THE NATIONAL REPUBLIC BANK OF CHICAGO, a national bank

[Signature]  
By: Edward Fitzgerald  
Name: Edward Fitzgerald  
Its: President

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

Before me, a Notary Public in and for said County and said State, personally appeared AMRIT J. PATEL, the President of SSA INC., an Indiana corporation, and acknowledged the execution of the foregoing instrument as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 24<sup>th</sup> day of March, 2008.



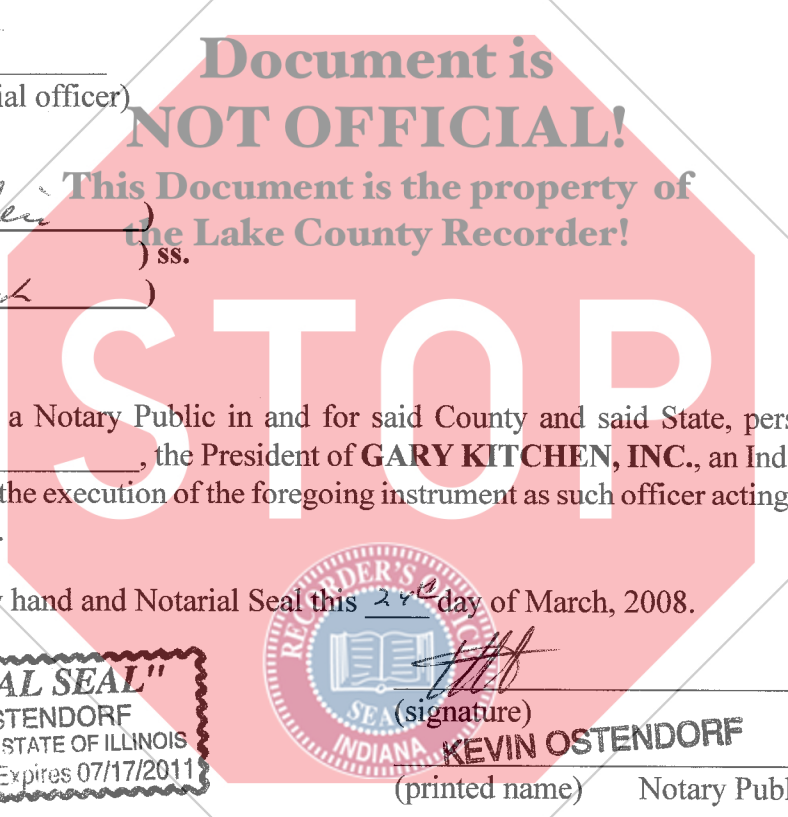
[Signature]  
(signature)  
**KEVIN OSTENDORF**  
(printed name) Notary Public

Resident of Will County

My Commission Expires: 7-17-11

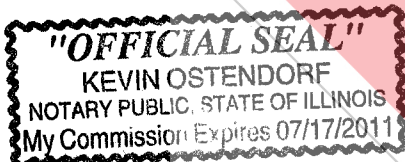
[Signature]  
(Signature of notarial officer)

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )



Before me, a Notary Public in and for said County and said State, personally appeared Senil Modi, the President of GARY KITCHEN, INC., an Indiana corporation, and acknowledged the execution of the foregoing instrument as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 24<sup>th</sup> day of March, 2008.



[Signature]  
(signature)  
**KEVIN OSTENDORF**  
(printed name) Notary Public

Resident of Will County

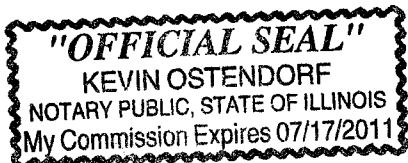
My Commission Expires:

[Signature]  
(Signature of notarial officer)

STATE OF Illini )  
 ) ss.  
COUNTY OF Cook )

Before me, a Notary Public in and for said County and said State, personally appeared Sunil Modi, the President of **GRANT DONUT, INC.**, an Indiana corporation, and acknowledged the execution of the foregoing instrument as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 24<sup>th</sup> day of March, 2008.



[Signature]  
(signature)  
**KEVIN OSTENDORF**  
(printed name) Notary Public

My Commission Expires: 7-17-11 Resident of Will County

[Signature]  
(Signature of notarial officer)

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )



Before me, a Notary Public in and for said County and said State, personally appeared **SUNIL MODI**, and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 24<sup>th</sup> day of March, 2008.



[Signature]  
(signature)  
**KEVIN OSTENDORF**  
(printed name) Notary Public

My Commission Expires: 7-17-11 Resident of Will County

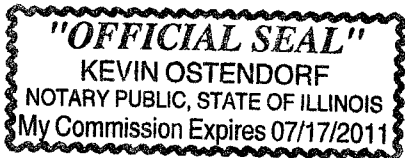
[Signature]  
(Signature of notarial officer)



STATE OF Illini )  
 ) ss.  
COUNTY OF Cook )

Before me, a Notary Public in and for said County and said State, personally appeared **SALIL CONTRACTOR**, and acknowledged the execution of the foregoing instrument.

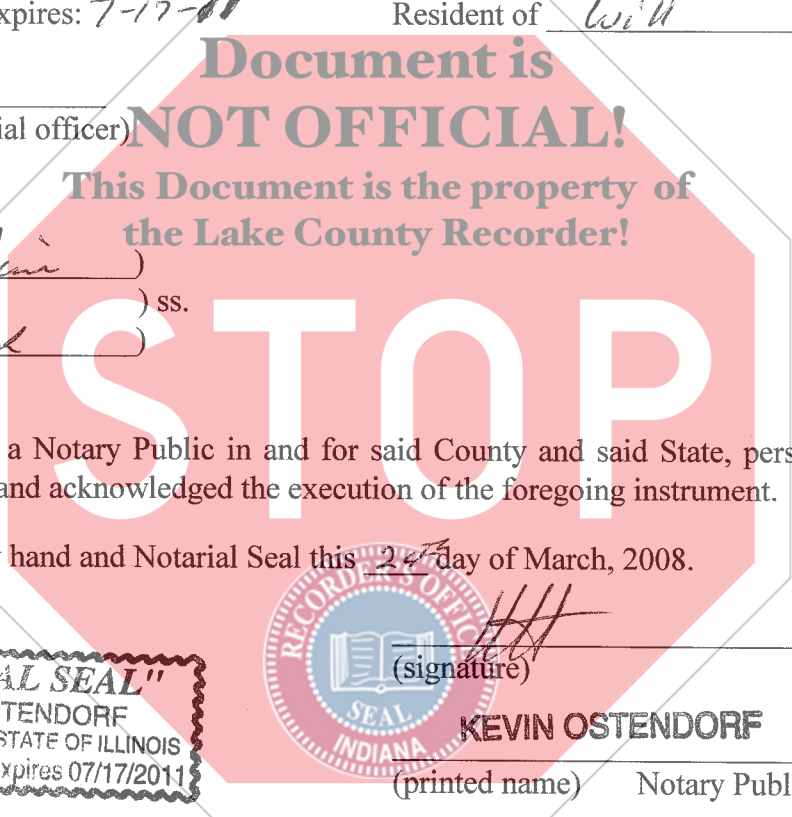
Witness my hand and Notarial Seal this 24<sup>th</sup> day of March, 2008.



[Signature]  
(signature)  
**KEVIN OSTENDORF**  
(printed name) Notary Public

My Commission Expires: 7-17-11 Resident of Will County

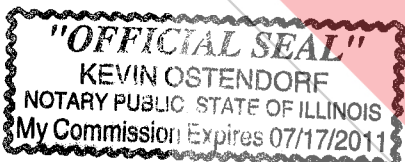
[Signature]  
(Signature of notarial officer)



STATE OF Illini )  
 ) ss.  
COUNTY OF Cook )

Before me, a Notary Public in and for said County and said State, personally appeared **AMRIT PATEL**, and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 24<sup>th</sup> day of March, 2008.



[Signature]  
(signature)  
**KEVIN OSTENDORF**  
(printed name) Notary Public

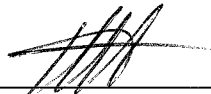
My Commission Expires: 7-17-11 Resident of Will County

[Signature]  
(Signature of notarial officer)

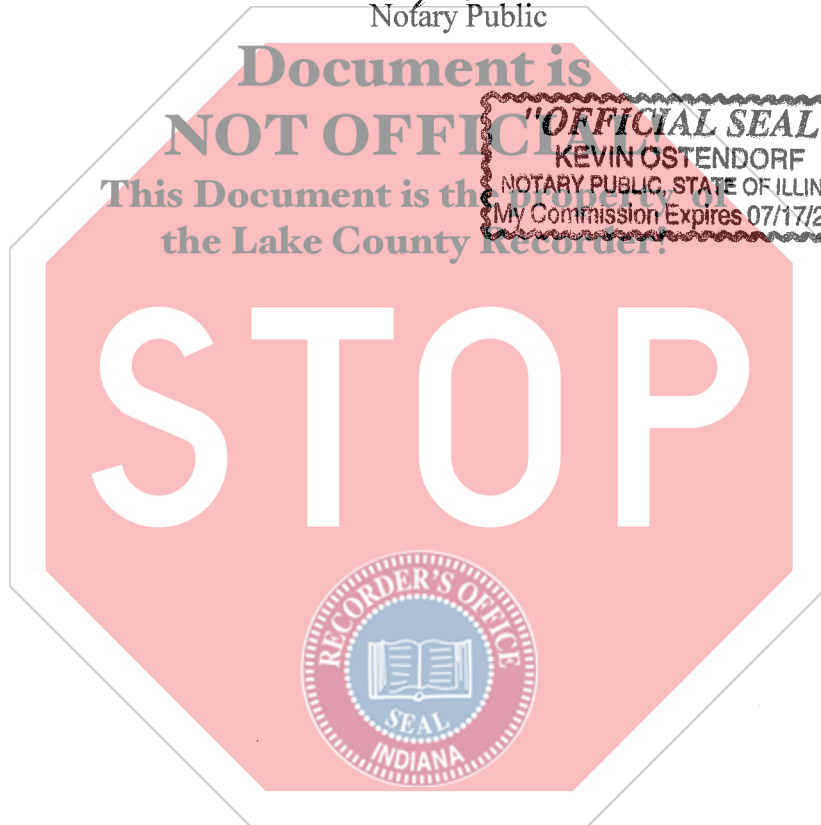
STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a notary public, in and for the county and state aforesaid, **DO HEREBY CERTIFY**, that EDWARD FITZGERALD, personally known to me to be the President of **THE NATIONAL REPUBLIC BANK OF CHICAGO**, a national bank, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

**GIVEN** under my hand and official seal this 24<sup>th</sup> day of March, 2008.



Notary Public



**EXHIBIT A**

**(Legal Description)**

**PARCEL ONE:**

THAT CERTAIN TRACT OF LAND LYING IN THE NORTH HALF OF THE SOUTH HALF OF FRACTIONAL SECTION 20, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION, WHICH SAID POINT IS 660 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION; THENCE WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION A DISTANCE OF 185 FEET; THENCE NORTH AT RIGHT ANGLES AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF 300 FEET, MORE OR LESS, TO THE SOUTH LINE OF PROPERTY CONVEYED BY DONALD EWEN AND ELINOR ANN EWEN, HUSBAND AND WIFE, TO LOUIS KARRAS AND WALTER J. KAZIC BY WARRANTY DEED RECORDED AUGUST 12, 1957 IN DEED RECORD 1068, PAGE 347, AS DOCUMENT NO. 45943; THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 185 FEET TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION TO THE POINT OF BEGINNING, EXCEPTING THAT PORTION PREVIOUSLY DESCRIBED FOR STREET PURPOSES.

Common Address: 3360 Grant Street, Gary, Indiana  
PIN: 41-49-0013-0036

**PARCEL TWO:**

LOTS 22, 24, 26, AND 28 IN BLOCK 12 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.

Common Address: 3746 Arthur Street, Gary, Indiana  
PIN: 41-49-0305-0035

## **EXHIBIT B**

### **Loan Documents**

All of the Loan Documents, unless otherwise expressly stated, are dated as of the Closing Date and are from Borrower to Lender.

1. Borrower's Certificate
2. Commercial Loan Agreement
3. Secured Promissory Note
4. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing
5. Environmental Indemnity
6. Guaranty of Payment
7. Commercial Security Agreement
8. Corporate Resolutions
9. Compliance Agreement

