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RECORDER

PARTIAL LOAN ASSUMPTION AGREEMENT

NOT OFFICIAL!

Chicago Title Insurance Company Dated: *MARCH 31, 2009*
 Location: 8401 Ohio Street, Merrillville, Indiana
 County: Lake County

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PARTIAL LOAN ASSUMPTION AGREEMENT

THIS PARTIAL LOAN ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the 31 day of MARCH, 2009, by and among MERRILLVILLE-HWANG, L.L.C., a Delaware limited liability company, having its principal place of business at 505 Quail Hill Court, Walnut Creek, CA, 94595 ("Assuming Borrower"), MERRILLVILLE 1031 VENTURE, L.L.C., a Delaware limited liability company, having its principal place of business at 2901 Butterfield Road, Oak Brook, Illinois, 60523 ("Assigning Borrower"), and WHEATON BANK & TRUST COMPANY, having an office and a place of business at 211 South Wheaton Avenue, Wheaton, Illinois 60187 ("Lender").

Recitals

A. Lender pursuant to the Loan Documents (as hereinafter defined), made a loan to Assigning Borrower (Assigning Borrower, together with its successors and assigns, and all other tenants in common owning an interest in the property, are sometimes referred to collectively herein as "Borrower") in the original principal amount of \$3,210,000.00 (the "Loan"). The Loan is evidenced and secured by the documents listed on Exhibit A attached hereto. Such documents, together with any and all other documents executed by any Borrower or any other obligor in connection with the Loan, are collectively called the "Loan Documents." Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Mortgage.

B. Assigning Borrower continues to be an owner of the real property and improvements thereon described in and encumbered by the Mortgage and the other Loan Documents, which also is encumbered by that certain Co-Ownership Agreement recorded prior to the recordation of this Assignment in the Recorder's Office (the "Co-Ownership Agreement").

C. Pursuant to that certain Purchase Agreement dated on or about **March 10, 2009** (the "Sales Agreement") Assigning Borrower agreed to sell and Assuming Borrower agreed to purchase a **10.086455%** undivided interest in that certain real property more particularly described on Exhibit B attached hereto, together with all other property encumbered by the Mortgage (collectively, the "Property"). Such **10.086455%** undivided interest in the Property referred to herein as the "Conveyed Property". The Sales Agreement requires that the Assuming Borrower assume the Loan and the obligations of Assigning Borrower under the Loan Documents.

D. Pursuant to Section 15(d) of the Mortgage, Assigning Borrower has the right to transfer the Conveyed Property to a third party subject to the satisfaction of certain conditions specified therein. Assigning Borrower and Assuming Borrower have requested that Lender consent to the sale, conveyance, assignment and transfer of the Conveyed Property by Assigning Borrower to Assuming Borrower, subject to the Mortgage and the other Loan Documents, and to the assumption by Assuming Borrower of the Loan and the obligations of Assigning Borrower under the Loan Documents.

E. Lender is willing to consent to the sale, conveyance, assignment and transfer of the Conveyed Property by Assigning Borrower to Assuming Borrower, subject to the Mortgage and the other Loan Documents, and to the assumption by Assuming Borrower of the Loan and the obligations of Assigning Borrower under the Loan Documents, on and subject to the terms and conditions set forth in this Agreement and in the Mortgage and in the other Loan Documents.

F. Lender, Assigning Borrower and Assuming Borrower by their respective signatures hereto, evidence their consent to the transfer of the Conveyed Property to Assuming Borrower and the assumption of the Loan Documents as hereinafter set forth.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

1. Representations, Warranties, and Covenants of Assigning Borrower.

(a) Assigning Borrower hereby represents to Lender, as of the date hereof, that: (i) contemporaneously with the execution and delivery hereof, it has conveyed and transferred in the Conveyed Property to Assuming Borrower; (ii) contemporaneously with the execution and delivery hereof, it has assigned and transferred to Assuming Borrower an undivided **10.086455%** interest in all leases and tenancies of the Property in effect as of the date hereof ("**Leases**"); (iii) all required consideration from Assuming Borrower for the Conveyed Property has been paid in full by Assuming Borrower; (iv) the Mortgage is a valid first lien on the Conveyed Property for the full unpaid principal amount of the Loan and all other amounts as stated therein; (v) there are no defaults by Borrower under the provisions of the Note, the Mortgage or the other Loan Documents; (vi) Borrower does not have any defenses, set-offs or rights of defense, set-off or counterclaim whether legal, equitable or otherwise to the obligations evidenced by or set forth in the Note, the Mortgage or the other Loan Documents; (vii) all provisions of the Note, Mortgage and other Loan Documents are in full force and effect, except as modified herein; and (viii) there are no subordinate liens of any kind covering or relating to the Conveyed Property or any other portion of the Property, nor are there any mechanics' liens or liens for unpaid taxes or assessments encumbering the Conveyed Property or any other portion of the Property, nor has notice of a lien or notice of intent to file a lien been received.

(b) Assigning Borrower hereby releases Lender, and its predecessors in interest, together with any officers, directors, partners, employees and agents of each of the foregoing, from all claims and liabilities relating to the transaction evidenced by the Loan Documents through and including the date hereof.

Assigning Borrower understands and intends that Lender shall rely on the representations, warranties and covenants contained herein.

2. Representations, Warranties, and Covenants of Assuming Borrower.

(a) Assuming Borrower hereby represents and warrants to Lender, as of the date hereof, that: (i) simultaneously with the execution and delivery hereof, it has purchased from Assigning Borrower all of the Conveyed Property, and has accepted Assigning Borrower's assignment of the Leases; and (ii) it has paid in full all required consideration for the Conveyed Property, and it has not granted to Assigning Borrower a mortgage or other lien upon the Conveyed Property to secure any debt or obligations owed to Assigning Borrower.

(b) Assuming Borrower hereby covenants and agrees that it: (i) has received and reviewed a copy of each of the Loan Documents and is familiar with their respective terms; (ii) assumes the obligations contained in the Loan Documents in accordance with the terms of this Agreement; (iii) shall pay when and as due all sums due under the Note and other Loan Documents; (iv) shall perform all obligations imposed upon Borrower under the Mortgage and all other Loan Documents, all as modified hereby. Assuming Borrower has no knowledge that any of the representations and warranties made by the Assigning Borrower herein are untrue, incomplete, or incorrect.

Assuming Borrower understands and intends that Lender shall rely on the representations, warranties and covenants contained herein.

3. Assumption of Obligations. Assuming Borrower hereby assumes all of the obligations of Borrower set forth in the Note, Mortgage and the other Loan Documents in accordance with their respective terms and conditions, as the same may be modified by this Agreement. Assuming Borrower further agrees to abide by and be bound by all of the terms of the Loan Documents, including but not limited to, the representations, warranties, covenants, assurances and indemnifications therein, all as though each of the Loan Documents had been made, executed, and delivered by Assuming Borrower. Assuming Borrower agrees to pay, perform, and discharge each and every obligation of payment and performance under, pursuant to and as set forth in the Note, the Mortgage and the other Loan Documents at the time, in the manner and otherwise in all respects as therein provided. Assuming Borrower hereby acknowledges, agrees and warrants that (i) there are no rights of set-off or counterclaim, nor any defenses of any kind, whether legal, equitable or otherwise, which would enable Assuming Borrower to avoid or delay timely performance of its obligations under the Note, Mortgage or any of the Loan Documents, as applicable; (ii) there are no monetary encumbrances or liens of any kind or nature against the Conveyed Property except those created by the Loan Documents, and all rights, priorities, titles, liens and equities securing the payment of the Note are expressly recognized as valid and are in all things renewed, continued and preserved in force to secure payment of the Note, except as amended herein.

4. Consent to Conveyance and Assumption. Subject to the terms and conditions set forth in this Agreement, Lender consents to: (a) the sale, conveyance, assignment and transfer of the Conveyed Property by Assigning Borrower to Assuming Borrower, subject to the Mortgage and the other Loan Documents; and (b) the assumption by Assuming Borrower of the Loan and of the obligations of Borrower under the Loan Documents. Lender's consent to such transfer, however, shall not constitute its consent to any subsequent transfers of the Property, including, without limitation, the Conveyed Property, nor shall such consent or any other provision of this Agreement be deemed a release of Assigning Borrower or any other party comprising Borrower of any liability or obligations under the Loan Documents.

5. **Acknowledgment of Indebtedness.** This Agreement recognizes the payment of interest on the Note to the extent of payments made prior to the date of execution of this Agreement. The parties acknowledge and agree that, as of the date of this Agreement, the principal balance of the Note is \$3,210,000.00 and interest on the Note has been paid through and including February 2009. Assuming Borrower acknowledges and agrees that the Loan, as evidenced and secured by the Loan Documents, is a valid and existing indebtedness payable by Borrower to Lender.

6. **Notices.** Assuming Borrower acknowledges that all notices, demands and other communications required under the Loan Documents to be sent to Assuming Borrower shall be sent to **MERRILLVILLE 1031 VENTURE, L.L.C.**, a Delaware limited liability company, as set forth in the Co-Ownership Agreement.

7. **Conditions.** This Agreement shall be of no force and effect until each of the following conditions has been met to the reasonable satisfaction of Lender:

(a) **Fees and Expenses.** Assigning Borrower shall pay, or cause to be paid: (i) all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, filing fees, transfer fees, title insurance policy or endorsement premiums or other charges of Title Company and fees and expenses of legal counsel to Lender; and (ii) an administrative fee to Lender in the amount of \$250.

(b) **Title Endorsement/Policy.** Assuming Borrower shall cause Chicago Title Insurance Company (the "**Title Company**") to issue either (i) an endorsement to Lender to its original loan policy (the "**Original Loan Policy**") (Policy No. 620081480) or (ii) cause Title Company, in its sole discretion, to issue a replacement loan policy covering the Property in substantially the same form as the Original Loan Policy (the "**New Loan Policy**"). The Original Loan Policy, as endorsed, or the New Loan Policy, as applicable, (in either case, the "**Policy**") shall insure the lien of the Mortgage, and shall (i) be in form and content acceptable to Lender, in its sole discretion; (ii) be effective as of the date of delivery of this Agreement; and (iii) confirm that the Policy contains only such exceptions as may be acceptable to Lender.

(c) **Loan Documents.** Assuming Borrower shall execute and deliver to Lender: (i) an Allonge to the Note in the form set forth as Exhibit C; (ii) UCC-1 and/or UCC-3 financing statements, as may be required by Lender with Assuming Borrower as debtor and Lender as secured party, covering the property which is covered by the financing statements, for filing as a personal property filing with the Office of the Secretary of State of the State of Delaware, and as a fixture filing with the Office of the Recorder of Lake County, Indiana (the "**Recorder's Office**"); and (iii) such other documents and agreements as Lender may require.

(d) **Recordation.** Upon execution hereof by Lender, Assigning Borrower and Assuming Borrower shall cause this Agreement to be recorded in the Recorder's Office, and Assuming Borrower shall cause a certified file stamped copy of the recorded original hereof and a certified file stamped copy of the recorded Deed conveying the Conveyed Property to Assuming Borrower to be delivered to Lender within fifteen (15) days from the execution date hereof.

(e) Opinion of Counsel. Assuming Borrower shall cause Assuming Borrower's counsel (which counsel shall be approved by Lender) to deliver to Lender such counsel's opinion to the effect, among other things, that: (i) Assuming Borrower is a duly organized and validly existing limited liability company under the laws of the State of Delaware and is qualified to do business and is in good standing in the state in which the Property is located, and that Assuming Borrower has the full power and authority to own the Conveyed Property and to perform the provisions hereof, (ii) Assuming Borrower's execution, delivery and performance hereof have been duly and validly authorized by all necessary action on behalf of Assuming Borrower; (iii) Assuming Borrower has validly executed and delivered this Agreement pursuant to authority duly given; and (iv) this Agreement and the Loan Documents as assumed by Assuming Borrower and amended hereby, constitute the legal, valid and binding obligations of Assuming Borrower enforceable against Assuming Borrower in accordance with their terms; all of the foregoing opinions subject to those qualifications and exceptions as Lender shall agree in its sole discretion.

(f) Other Conditions. Assuming Borrower and Assigning Borrower shall satisfy all other conditions set forth in Section 15 of the Mortgage.

8. No Further Consents. Assuming Borrower and Assigning Borrower acknowledge and agree that Lender's consent herein contained is expressly limited to the sale, conveyance, assignment and transfer of the Conveyed Property herein described, that such consent shall not waive or render unnecessary Lender's consent or approval of any subsequent sale, conveyance, assignment or transfer of the Property, including the Conveyed Property, and that Section 15 of the Mortgage shall continue in full force and effect.

9. Additional Representations, Warranties and Covenants of Assuming Borrower. As a condition of this Agreement, Assuming Borrower represents and warrants to Lender as follows:

(a) Assuming Borrower is a limited liability company duly organized and validly existing under the laws of the State of Delaware and is qualified to do business and is in good standing in the state in which the Property is located. Assuming Borrower's registered office is as set forth in its formation documents or most recent amendment thereto. Assuming Borrower has full power and authority to enter into and carry out the terms of this Agreement and to assume and carry out the terms of the Loan Documents.

(b) Assuming Borrower satisfies the covenants of Section 29 of the Mortgage regarding single purpose entities and is an Accredited Investor.

(c) This Agreement and the Loan Documents constitute legal, valid and binding obligations of Assuming Borrower enforceable in accordance with their respective terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the rights of creditors generally or general principles of equity. Neither the entry into nor the performance of and compliance with this Agreement or any of the Loan Documents has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, mortgage, indenture, contract,

agreement or lease by which Assuming Borrower or any property of Assuming Borrower is bound or any statute, rule or regulation applicable to Assuming Borrower.

(d) Neither the execution of this Agreement nor the assumption and performance of the obligations hereunder has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, mortgage, indenture, contract, agreement or lease by which the Assuming Borrower or any property of Assuming Borrower is bound or any statute, rule or regulation applicable to the Assuming Borrower.

(e) There is no action, proceeding or investigation pending or threatened which questions, directly or indirectly, the validity or enforceability of this Agreement or any of the other Loan Documents, or any action taken or to be taken pursuant hereto or thereto, or which might result in any material adverse change in the condition (financial or otherwise) or business of Assuming Borrower.

(f) The financial statements and other data and information supplied by Assuming Borrower in connection with Assuming Borrower's acquisition of the Conveyed Property and assumption of the Loan, including in the Approved Investor Questionnaire (as defined in the Mortgage) were in all material respects true and correct on the dates they were supplied, and since their dates no material adverse change in the financial condition of Assuming Borrower has occurred, and there is not any pending or threatened litigation or proceedings which might impair to a material extent the business or financial condition of Assuming Borrower.

(g) No representation or warranty of Assuming Borrower made in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make such representations and warranties not misleading in light of the circumstances under which they are made.

Any breach of Assuming Borrower of any of the representations and warranties shall constitute an Event of Default under the Mortgage and each other Loan Document.

10. Incorporation of Recitals. Each of the Recitals set forth above in this Agreement are incorporated herein and made a part hereof.

11. Property Remains as Security for Lender. All of the Property shall remain in all respects subject to the lien, charge or encumbrance of the Mortgage, and nothing done pursuant hereto shall affect or be construed to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Note or the Mortgage, nor shall anything herein contained or done in pursuance hereof affect or be construed to affect any other security for the Note, if any, held by Lender.

12. No Waiver by Lender. Nothing contained herein shall be deemed a waiver of any of Lender's rights or remedies under any Mortgage, the Note or any of the other Loan Documents.

13. **References.** From and after the date hereof, references in the Note, Mortgage and the Loan Documents to “Borrower” or “Maker” or “Mortgagor” shall hereafter be deemed to include a reference to Assuming Borrower.

14. **Relationship with Loan Documents.** To the extent that this Agreement is inconsistent with the Loan Documents, this Agreement will control and the Loan Documents will be deemed to be amended hereby. Except as amended hereby, the Loan Documents shall remain unchanged and in full force and effect. This Agreement shall constitute a Loan Document and any breach, violation or default under the provisions hereof shall be an Event of Default under the Loan Documents.

15. **Captions.** The headings to the Sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

16. **Partial Invalidity.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement.

17. **Entire Agreement.** This Agreement and the documents contemplated to be executed herewith constitutes the entire agreement among the parties hereto with respect to the assumption of the Loan and shall not be amended unless such amendment is in writing and executed by each of the parties. The Agreement supersedes all prior negotiations regarding the subject matter hereof.

18. **Binding Effect.** This Agreement and the documents contemplated to be executed in connection herewith shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the foregoing provisions of this Section shall not be deemed to be a consent by Lender to any further sale, conveyance, assignment or transfer of the Property by Assuming Borrower.

19. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be an original, but any of which, taken together, will constitute one and the same Agreement.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

21. **Effective Date.** This Agreement shall be effective as of the date of its execution by the parties hereto and thereupon is incorporated into the terms of the Loan Documents.


22. **Joint and Several Liability.** Assigning Borrower and Assuming Borrower acknowledge and agree that the representations, warranties, covenants and agreements made by Borrower under the Loan Documents, and the liability of each Borrower under the Loan Documents, shall be the joint and several liability and obligations of each entity comprising Borrower.

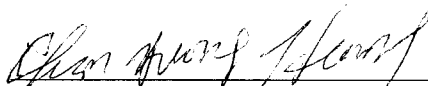
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first aforesaid.

ASSUMING BORROWER:

MERRILLVILLE-HWANG, L.L.C., a
Delaware limited liability company

Trust of Chee-An and Chun-Yung Hwang, Sole
Member

By: 
Name: Chee-An Hwang, Trustee

By: 
Name: Chun-Yung Hwang, Trustee




ASSIGNING BORROWER:

MERRILLVILLE 1031 VENTURE, L.L.C.,
a Delaware limited liability company

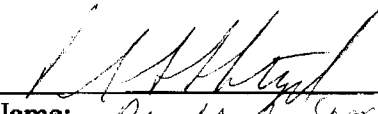
By: IRC-IREX Venture, L.L.C., a Delaware
limited liability company, its sole member

By: Inland Real Estate Exchange Corporation, a
Delaware corporation, its sole manager

By: 
Name: Lynora L. Parkinson
Title: Assistant Vice-President

LENDER:

WHEATON BANK & TRUST COMPANY

By: 
Name: *PAMELA A. SMITH-STOFFEL*
Title: *EVI*




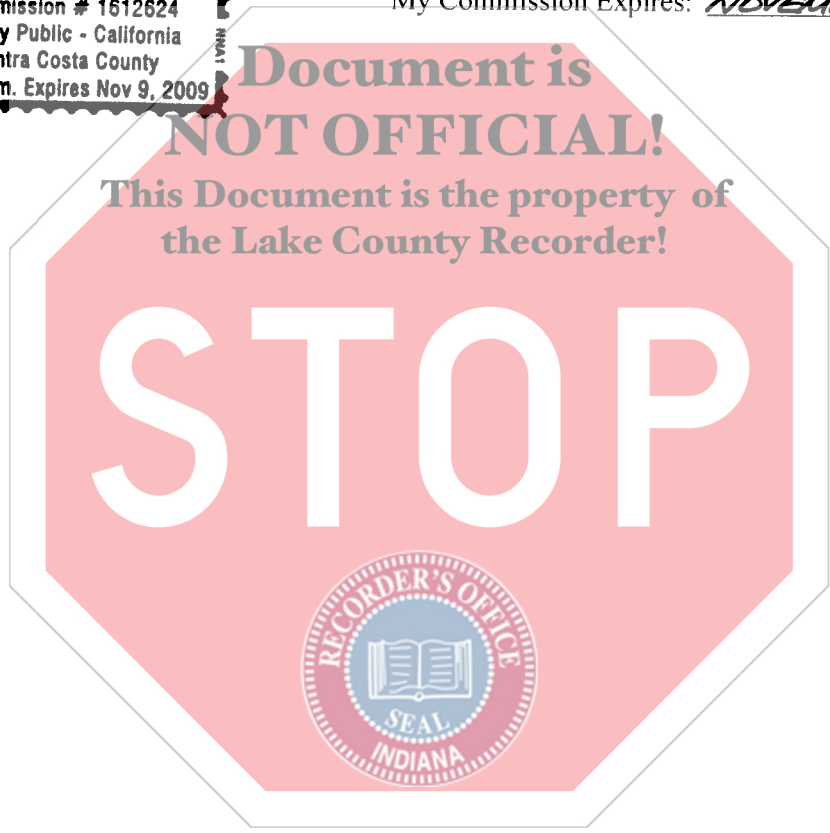
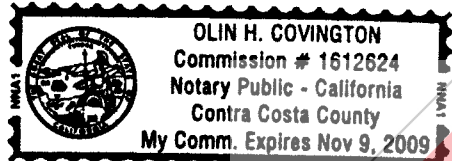
STATE OF CALIFORNIA)
) SS
COUNTY OF CONTRA COSTA)

Before me, the undersigned authority of the State and County aforesaid, personally appeared **Chee-An Hwang**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be the Trustee of Trust of Chee-An and Chun-Yung Hwang, which is the sole member of **MERRILLVILLE-HWANG, L.L.C.**, a Delaware limited liability company, the within named bargainor, and that he as such Trustee of the Trust of Chee-An and Chun-Yung Hwang, executed the foregoing instrument for the purposes therein contained, by signing the name of the sole member of the limited liability company by himself as such Trustee.

Witness my hand and official seal, this 30th day of MARCH, 2009.

[AFFIX NOTARIAL SEAL]


Signature
Print Name: OLIN H. COVINGTON
Notary Public Serial #: 1612624
My Commission Expires: NOVEMBER 9, 2009

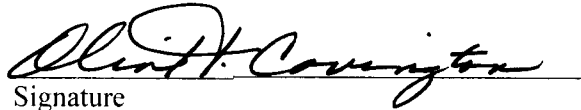


STATE OF CALIFORNIA)
) SS
COUNTY OF CONTRA COSTA)

Before me, the undersigned authority of the State and County aforesaid, personally appeared **Chun-Yung Hwang**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged herself to be the Trustee of Trust of Chee-An and Chun-Yung Hwang, which is the sole member of **MERRILLVILLE-HWANG, L.L.C.**, a Delaware limited liability company, the within named bargainor, and that she as such Trustee of the Trust of Chee-An and Chun-Yung Hwang, executed the foregoing instrument for the purposes therein contained, by signing the name of the sole member of the limited liability company by herself as such Trustee.

Witness my hand and official seal, this 20th day of MARCH, 2009.

[AFFIX NOTARIAL SEAL]

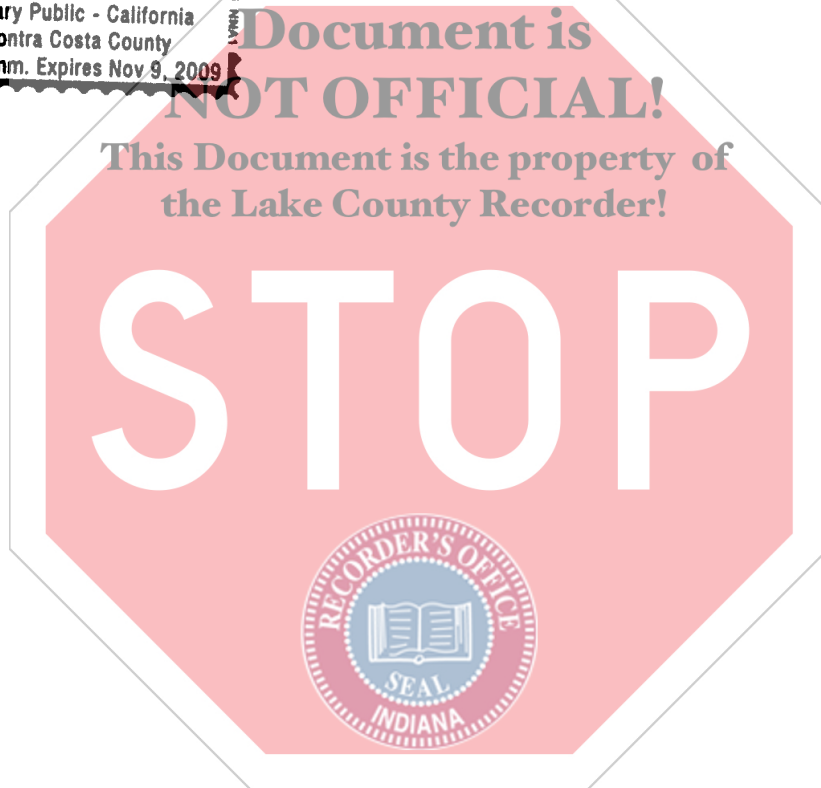


Signature

Print Name: OLIN H. COVINGTON

Notary Public Serial #: 1612624

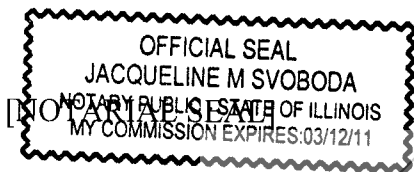
My Commission Expires: NOVEMBER 9, 2009



STATE OF Illinois)
COUNTY OF DuPage) SS

I, the undersigned, a Notary Public of the County and State aforesaid, certify that **LYNORA L. PARKINSON** personally came before me this day and acknowledged that she is the Assistant Vice-President of **INLAND REAL ESTATE EXCHANGE CORPORATION**, a Delaware corporation, which is the sole manager of **IRC-IREX VENTURE, L.L.C.**, a Delaware limited liability company, which is the sole member of **MERRILLVILLE 1031 VENTURE, L.L.C.**, a Delaware limited liability company, and that being duly authorized to do so, executed the foregoing instrument as such Assistant Vice-President of said corporation, acting in its capacity as the sole manager of the sole member of said limited liability company.

WITNESS my hand and official seal, this 24th day of March, 2009.



Jacqueline M Svoboda
Notary Public

My commission expires: 3/12/11



STATE OF Illinois)
)
COUNTY OF DePue) SS

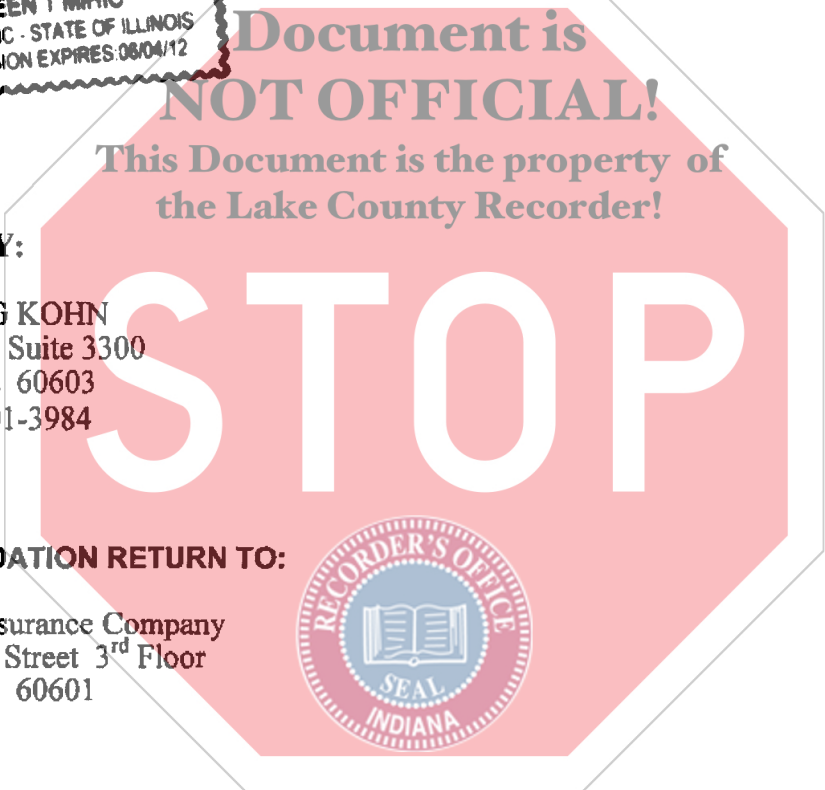
I, the undersigned, a Notary Public of the County and State aforesaid, certify that Vanmela A Sheela-Staff personally came before me this day and acknowledged himself/herself/themselves to me (or proved to me on the basis of satisfactory evidence to be the Ev of WHEATON BANK & TRUST COMPANY (hereinafter, the "Bank") and that he/she as its Ev, being duly authorized to do so, executed the foregoing instrument on behalf of the Bank.

WITNESS my hand and official seal, this 27th day of March, 2009.

[NOTARIAL SEAL]



Maureen T. Mihic
Notary Public
My commission expires: 6/4/2012



PREPARED BY:

Jami Brodey
c/o GOLDBERG KOHN
55 East Monroe, Suite 3300
Chicago, Illinois 60603
Phone: (312) 201-3984

UPON RECORDATION RETURN TO:

Anna Fisher
Chicago Title Insurance Company
171 North Clark Street 3rd Floor
Chicago, Illinois 60601
(312) 223-2000

I hereby certify under the penalties for perjury that I have exercised reasonable care to redact all social security numbers from this document unless required by law. Jami Brodey

EXHIBIT A

LOAN DOCUMENTS

1. Note in the face amount of \$3,210,000.00 dated as of May 13, 2008 made by Assigning Borrower to the order of Lender
2. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May 13, 2008 made by Assigning Borrower in favor of Lender
3. Assignment of Leases and Rents dated as of May 13, 2008 made by Assigning Borrower in favor of Lender
4. Environmental Indemnity Agreement dated as of May 13, 2008 made by Assigning Borrower and Inland Real Estate Corporation ("**Original Indemnitor**") in favor of Lender
5. Exceptions to Non-Recourse Guaranty dated as of May 13, 2008 made by Original Indemnitor in favor of Lender
6. Conditional Assignment of Management Agreement dated as of May 13, 2008 made by Assigning Borrower in favor of Lender
7. Conditional Assignment of Sub-Management Agreement dated as of May 13, 2008 made by Merrillville Exchange Venture, L.L.C. in favor of Lender
8. Certificate of Borrower dated as of May 13, 2008 made by Assigning Borrower in favor of Lender

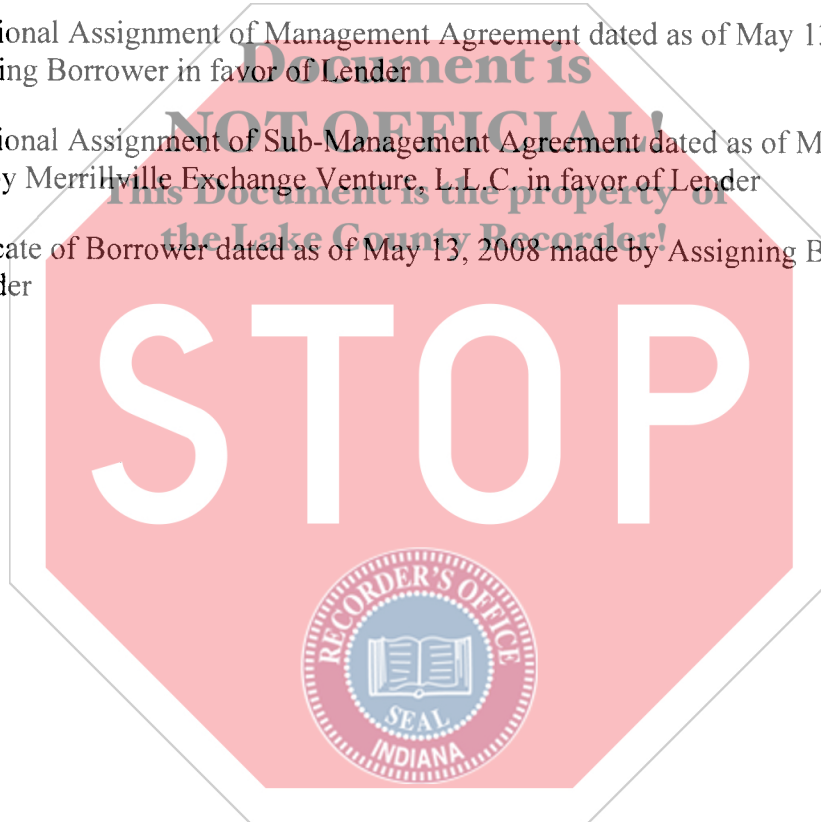


EXHIBIT B

THE PROPERTY

An undivided **10.086455%** tenant in common interest in the following described land:

Lot 1 in Grand Park Fifth Subdivision, recorded in Plat Book 99, page 94 in the Office of the Recorder of Lake County, Indiana.

Property Address: 8401 Ohio Street, Merrillville, Lake County, Indiana 46410

Key Number: 08-15-0749-0002, 08-15-0749-0003, 08-15-0749-0004



EXHIBIT C

ALLONGE

This Allonge, dated as of _____, 2009, is attached to and made a part of that certain Promissory Note in the principal sum of \$3,210,000.00 dated as of May 13, 2008 made by **MERRILLVILLE 1031 VENTURE, L.L.C.**, a Delaware limited liability company to the order of **WHEATON BANK & TRUST COMPANY** for the purpose of annexing thereto the following:

Notwithstanding anything in this Note to the contrary, **MERRILLVILLE-HWANG, L.L.C.** ("**Assuming Borrower**"), a Delaware limited liability company, shall be deemed a maker hereunder, and shall be considered a "Borrower" as if such entity had executed this Note.

ASSUMING BORROWER:

MERRILLVILLE-HWANG, L.L.C., a
Delaware limited liability company

Trust of Chee-An and Chun-Yung Hwang, Sole
Member

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

By: _____
Name: Chee-An Hwang, Trustee

By: _____
Name: Chun-Yung Hwang, Trustee

