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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD



2009 029060

2009 MAY -5 AM 8:43

MICHAEL A. BROWN
RECORDER

WHEN RECORDED RETURN TO:

RECORD & RETURN TO:

CT Lien Solutions
MARISSA JANOLO c/o CTLS
P.O. Box 29071 18503500
Glendale, CA 91209



SECOND MODIFICATION AGREEMENT

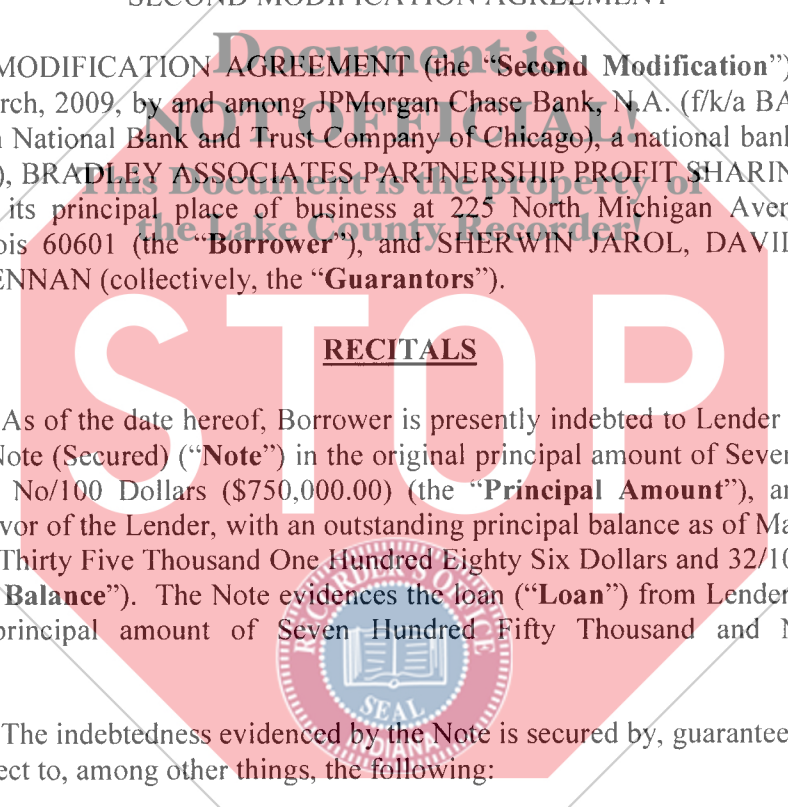
THIS MODIFICATION AGREEMENT (the "Second Modification") is dated as of 31st day of March, 2009, by and among JPMorgan Chase Bank, N.A. (f/k/a BANK ONE, NA, f/k/a American National Bank and Trust Company of Chicago), a national banking association (the "Lender"), BRADLEY ASSOCIATES PARTNERSHIP PROFIT SHARING PLAN AND TRUST, with its principal place of business at 225 North Michigan Avenue, 11th Floor, Chicago, Illinois 60601 (the "Borrower"), and SHERWIN JAROL, DAVID ISRAEL and ROBERT BRENNAN (collectively, the "Guarantors").

RECITALS

A. As of the date hereof, Borrower is presently indebted to Lender pursuant to that certain Term Note (Secured) ("Note") in the original principal amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) (the "Principal Amount"), and executed by Borrower in favor of the Lender, with an outstanding principal balance as of March 31, 2009 of Two Hundred Thirty Five Thousand One Hundred Eighty Six Dollars and 32/100 (\$235,186.32) (the "Current Balance"). The Note evidences the loan ("Loan") from Lender to Borrower in the original principal amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00).

B. The indebtedness evidenced by the Note is secured by, guaranteed pursuant to or otherwise subject to, among other things, the following:

(i) Loan and Security Agreement dated on or about April 22, 1999, executed by Borrower in favor of Lender ("Loan Agreement");



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CK# 2020778
CWA
E

(ii) First Mortgage, executed by Borrower, dated as of April 22, 1999 and recorded on April 28, 1999 in the Office of the Recorder of Deeds of Lake County, Indiana (the “Recorder’s Office”) as Document No. 99036109 (the “Mortgage”) on certain real property commonly known as 6100 Broadway, Merrillville, Indiana 46410 and legally described on Exhibit A attached hereto and made a part hereof (the “Premises”).

(iii) Assignment of Rents, executed by Borrower, dated as of April 22, 1999 and recorded on April 28, 1999 in the Recorder’s Office as Document No. 99036110 on the Premises (the “Assignment of Rents”);

(iv) Guaranty, executed by Guarantors in favor of Lender, dated March 11, 1999 (the “Guaranty”); and

(v) First Modification Agreement, dated March 29, 2004, by and between the Lender, Borrower and Guarantors (the “First Modification Agreement”).

The Note, Loan Agreement, Mortgage, Assignment of Rents, Guaranty and First Modification Agreement, together with all other documents evidencing or securing the Loan including this Second Modification, are sometimes hereinafter collectively referred to as the “Loan Documents”.

C. The Mortgage, as amended hereby, constitutes a valid first lien on the Premises, securing the Loan.

D. Borrower has requested that Lender agree to extend the maturity date of the Loan and Lender is willing to consent to such extension subject to the terms and provisions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and of other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Guarantors hereby mutually agree as follows:

1. Incorporation by Reference. The foregoing recitals are hereby incorporated herein by reference as if set forth in full in the body of this Second Modification.

2. Defined Terms. Any and all capitalized terms used in this Second Modification, unless otherwise defined herein, shall have the definitions subscribed thereto in the Loan Documents (as hereinafter defined).

3. Loan Modification.

(a) The Maturity Date under the Note is hereby extended to March 31, 2010 (the “**New Maturity Date**”).

(b) The interest rate payable under the Note is hereby amended from five and 25/100 (5.25%) per annum to a floating rate based on the Bank’s CB Floating Rate, and is more fully described in that certain Term Note of even date herewith (the “Renewal Note”). The Renewal Note is a renewal and replacement of the Note effective as of the date hereof.

(c) The amount of monthly payments of principal and interest due on the Note are amended and set forth in the Renewal Note.

4. Conditions Precedent. As a condition precedent to Lender’s agreement to modify the Note, Mortgage and other Loan Documents in accordance with the terms of this Second Modification, (i) this Second Modification shall be promptly recorded with the Recorder’s Office, (ii) Borrower shall provide Lender with a date down endorsement, satisfactory to Lender to Lender’s policy of title insurance on the Premises and (iii) Borrower shall execute and deliver to Lender all documents Lender shall require, including but not limited to the Renewal Note.

5. Reaffirmation of Obligations. Borrower and the Guarantors hereby acknowledge and reaffirm their respective obligations and liabilities under the Renewal Note and the other Loan Documents, as amended, and the indebtedness evidenced thereby, and acknowledge and agree that such indebtedness is owing to the Lender and is enforceable against the Borrower and Guarantors in accordance with the terms of the Loan Documents as modified, amended and extended by this Second Modification, subject to no defenses, counterclaims, deductions or set-offs whatsoever. Without limiting the foregoing, the Guarantors specifically reaffirm, acknowledge and agree that they are jointly and severally liable under the Guaranty. Nothing contained in this Second Modification, or the transactions contemplated hereby, shall be deemed or construed to be a consent to or a waiver of any breach or default in the performance by Borrower or Guarantors of their respective obligations to Lender, whether evidenced by the Renewal Note, the other Loan Documents, or otherwise, nor shall Lender be impaired or limited in its ability to fully and completely enforce any and all the rights and remedies presently available to Lender under the Loan Documents for a breach of Borrower’s obligations as required by the Note or the other Loan Documents as may exist at the time of the making of this Second Modification.

6. Reaffirmation of Representations and Warranties. Borrower and the Guarantors hereby acknowledge and reaffirm that all the representations and warranties of Borrower and the Guarantors as stated in the Loan Documents are true and correct as of the date hereof as to Borrower and the Guarantors, respectively.

7. Intent of Parties. The parties expressly agree that the liens evidenced by the Loan Documents shall be in no way deemed to have been subordinated, released, modified, terminated, or otherwise affected by this Second Modification, it being understood by the parties hereto that the liens of said documents shall continue in full force and effect, and are to have the same validity, priority and effect that they had immediately prior to the execution of this Second Modification and the documents and instruments executed and delivered pursuant to this Second Modification, and shall survive and not be merged into the execution and delivery of this Second Modification or any of the documents and instruments to be executed pursuant to this Second Modification, without interruption; provided, however, that the respective liens shall be documented by, and all rights and privileges and obligations of the parties hereto, and the respective successors and assigns, shall be governed by the (i) Mortgage, as modified by this Second Modification; (ii) Loan Documents, as modified by this Second Modification; and (iii) all other documents and agreements executed in connection with the transactions described in this Second Modification.

8. No Third Party Beneficiaries. This Second Modification is made and entered into for the sole protection and benefit of the Lender, Borrower and Guarantors, and no other person, entity or entities shall have the right of action hereon, right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.

9. Expenses. Borrower shall be responsible for any and all costs, expenses, fees, charges, taxes, of whatever kind and nature, incurred by Lender in connection with the modification of the Loan Documents provided for in this Second Modification including, without limitation, attorneys' fees and costs and recording fees.

10. Release of Claims. Borrower and Guarantors acknowledge and agree that Lender has fulfilled any and all of Lender's obligations under the Loan Documents to date. Borrower and Guarantors hereby release and hold Lenders harmless from and against any and all claims, actions, law suits, damages, costs and expenses whatsoever which Borrower and/or Guarantors may have had or currently have against Lender in connection with or related to the Loan Documents or the Loan evidenced thereby.

11. Attorneys' Fees, Costs and Expenses. In any action or proceeding arising out of this Second Modification, Lender shall be entitled to recover from Borrower the reasonable attorneys' fees, court costs, filing fees, publication costs and other expenses incurred by the Lender in connection therewith.

12. Conflicts. The provisions of this Second Modification shall govern and control in the event of any conflict between this Second Modification and the provisions of any of the Loan Documents.

13. Entire Agreement. Except as expressly set forth herein, this Second Modification and the Loan Documents constitute the entire agreement of the parties hereto with respect to the matters addressed herein, and supersede all prior or contemporaneous contracts, representations, statements and warranties, whether oral or written, with respect to such matters.

14. Successors and Assigns; Assignability. This Second Modification shall be binding upon and inure to the benefit of the parties hereto, their respective successors, legal representatives and assigns; provided, however, that Borrower may not assign its rights under the Loan Documents or this Second Modification.

15. Effect of Second Modification. Except as specifically amended or modified by the terms of this Second Modification, all terms and provisions of each of the Loan Documents shall remain in full force and effect. Lender's agreement to modify the Loan and the Loan Documents as set forth herein shall not be interpreted or construed as obligating Lender to make any future modifications to the Loan.

16. Governing Law. This Second Modification shall be governed by and be construed in accordance with the internal laws of the State of Illinois.

17. Captions. The title of this Second Modification and the headings of the various paragraphs of this Second Modification have been inserted only for the purposes of convenience and are not part of this Second Modification and should not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Second Modification.

18. Further Assurances. The parties hereto, and each of them, agree to execute from time to time, any and all documents reasonably requested by the others to carry out the intent of this Second Modification.

19. Effective Date of this Second Modification. The parties hereto acknowledge and agree that the terms and provisions of this Second Modification shall be effective as of the date hereof.

20. Counterparts. This Second Modification may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Second Modification to be executed as of the date first above written.

LENDER:

JPMORGAN CHASE BANK, N.A.
(f/k/a BANK ONE, NA, f/k/a AMERICAN
NATIONAL BANK AND TRUST
COMPANY OF CHICAGO)

By: [Signature]

Its: Vice President

BORROWER:

BRADLEY ASSOCIATES
PARTNERSHIP PROFIT SHARING
PLAN AND TRUST

By: [Signature]
Sherwin Jarol, Trustee

GUARANTORS:

[Signature]
Sherwin Jarol

Document is
NOT OFFICIAL!

David Israel

This Document is the property of
the Lake County Recorder!

Robert Brennan

STOP

ACKNOWLEDGED AND AGREED TO
THIS _____ DAY OF MARCH,
2009:

NATIONAL REALTY INVESTORS, L.L.C.

By: _____

Its: _____



LENDER:

JPMORGAN CHASE BANK, N.A.
(f/k/a BANK ONE, NA, f/k/a AMERICAN
NATIONAL BANK AND TRUST
COMPANY OF CHICAGO)

By: _____

Its: _____

BORROWER:

BRADLEY ASSOCIATES
PARTNERSHIP PROFIT SHARING
PLAN AND TRUST

By: _____

Sherwin Jarol, Trustee

GUARANTORS:

Sherwin Jarol

**Document is
NOT OFFICIAL!**

David Israel

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

Robert Brennan

ACKNOWLEDGED AND AGREED TO
THIS _____ DAY OF MARCH,
2009:

NATIONAL REALTY INVESTORS, L.L.C.

By: _____

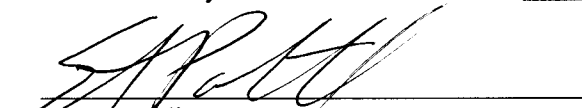
Its: _____



STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY THAT Tim Iwina, an Vice President OF JPMorgan Chase Bank, N.A., personally known to me to be the same person whose name is subscribed in the foregoing instrument, as such _____, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his free and voluntary act of said national banking association, for the uses and purposes therein set forth.

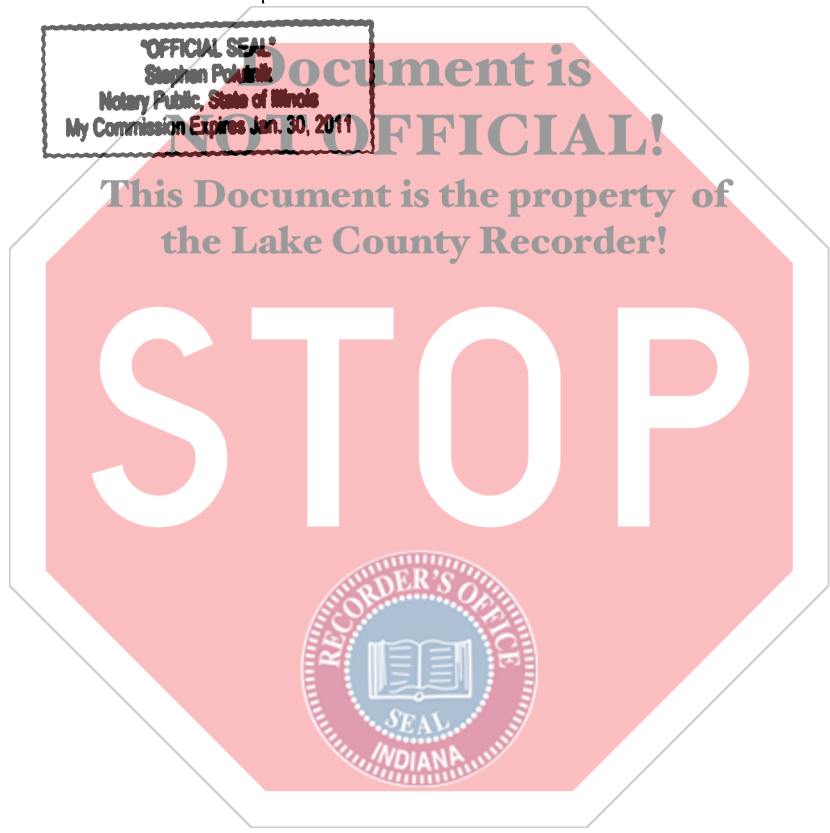
Given under my hand and notarial seal this 3rd day of April, 2009.



Notary Public

My Commission Expires: 1/30/2011


"OFFICIAL SEAL"
Stephen Polinski
Notary Public, State of Illinois
My Commission Expires Jan. 30, 2011



STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

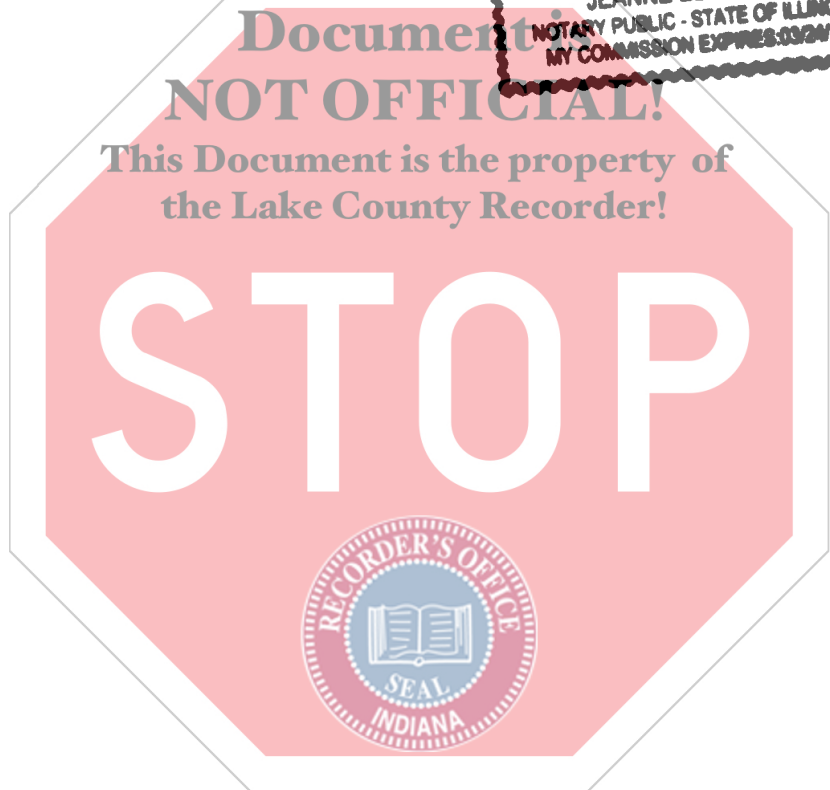
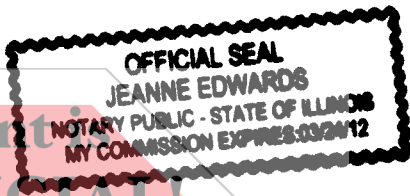
I, the undersigned, a Notary Public in and for said County in the State of aforesaid, DO HEREBY CERTIFY THAT SHERWIN JAROL, personally known to me to be the Trustee of the Bradley Associates Partnership Profit Sharing Plan and Trust, and personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that as such Trustee, signed and delivered such instrument as the Trustee of such Plan and Trust, as his free and voluntary act, and as the free and voluntary act and deed of such Plan and Trust, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of March, 2009.



Notary Public

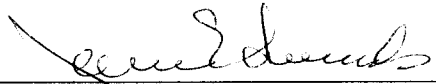
My Commission Expires: 3-24-12



STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

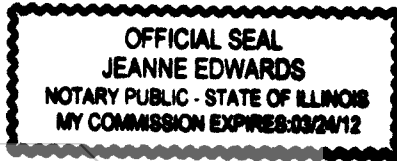
I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that SHERWIN JAROL, personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of March, 2009.



Notary Public

My Commission Expires: 3.24.12



STATE OF ILLINOIS)
)
COUNTY OF WILL)

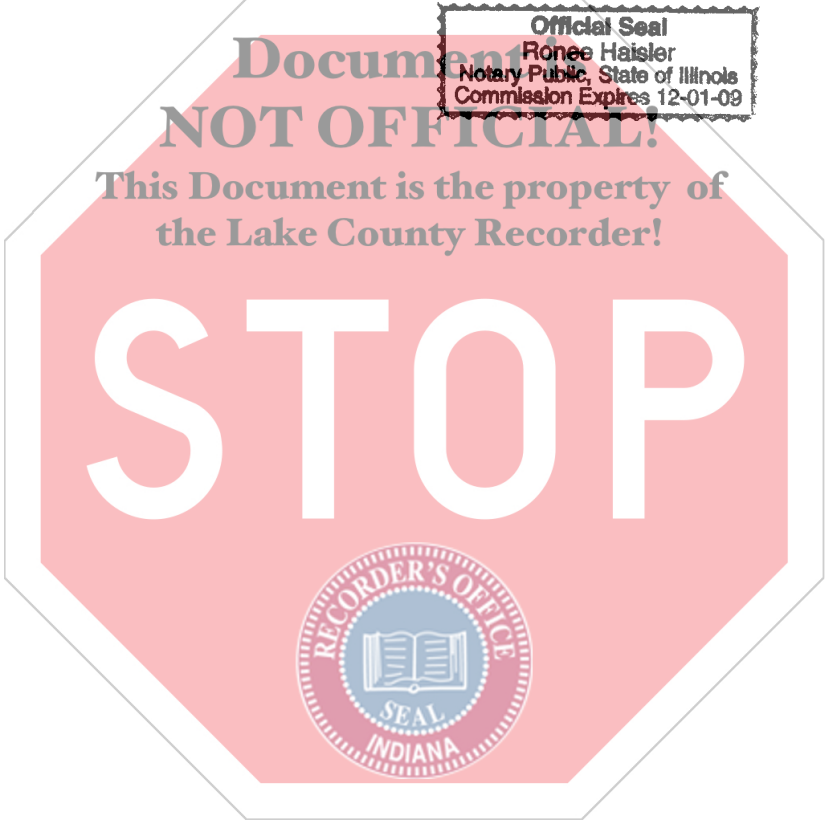
SS

I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that DAVID ISRAEL, personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of April ~~March~~, 2009.

Ronee Haistler
Notary Public

My Commission Expires: 12-1-09



LENDER:

JPMORGAN CHASE BANK, N.A.
(f/k/a BANK ONE, NA, f/k/a AMERICAN
NATIONAL BANK AND TRUST
COMPANY OF CHICAGO)

By: _____

Its: _____

BORROWER:

BRADLEY ASSOCIATES
PARTNERSHIP PROFIT SHARING
PLAN AND TRUST

By: _____
Sherwin Jarol, Trustee

GUARANTORS:

Sherwin Jarol

Document is
NOT OFFICIAL
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the Lake County Recorder!

David Israel

Robert Brennan

ACKNOWLEDGED AND AGREED TO
THIS _____ DAY OF MARCH,
2009:

NATIONAL REALTY INVESTORS, L.L.C.

By: _____
Its: _____

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Deleted*



LENDER:

JPMORGAN CHASE BANK, N.A.
(f/k/a BANK ONE, NA, f/k/a AMERICAN
NATIONAL BANK AND TRUST
COMPANY OF CHICAGO)

By: _____

Its: _____

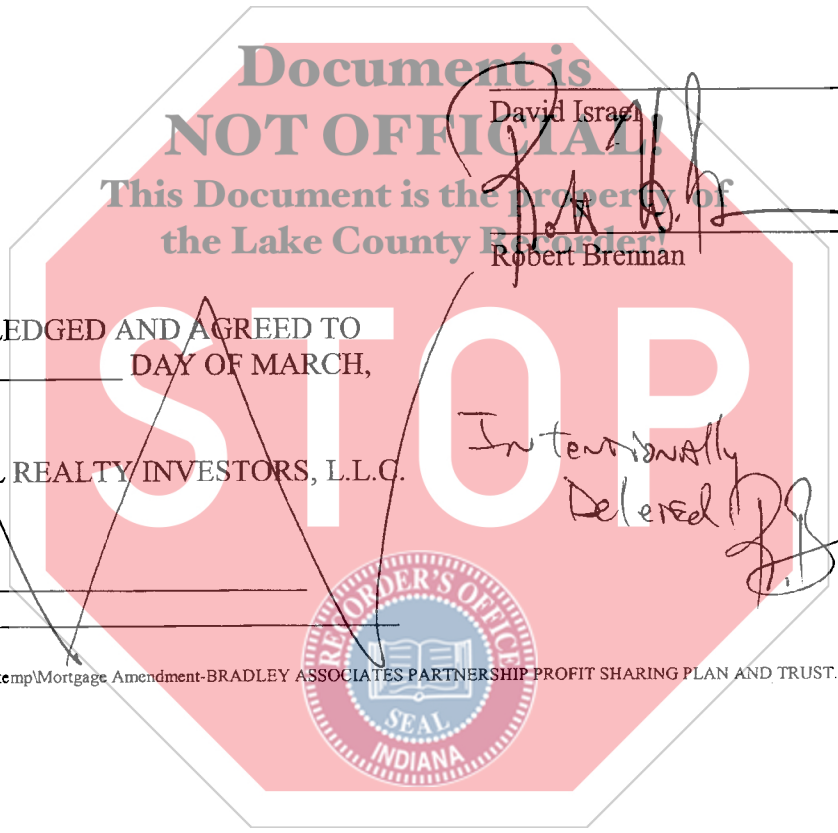
BORROWER:

BRADLEY ASSOCIATES
PARTNERSHIP PROFIT SHARING
PLAN AND TRUST

By: _____
Sherwin Jarol, Trustee

GUARANTORS:

Sherwin Jarol



David Israel

Robert Brennan

ACKNOWLEDGED AND AGREED TO
THIS _____ DAY OF MARCH,
2009:

NATIONAL REALTY INVESTORS, L.L.C.

By: _____
Its: _____

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Deleted* *JS*

copy

STATE OF ILLINOIS

COUNTY OF ~~WELLS~~ *DePage*)

SS

I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that ROBERT BRENNAN, personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

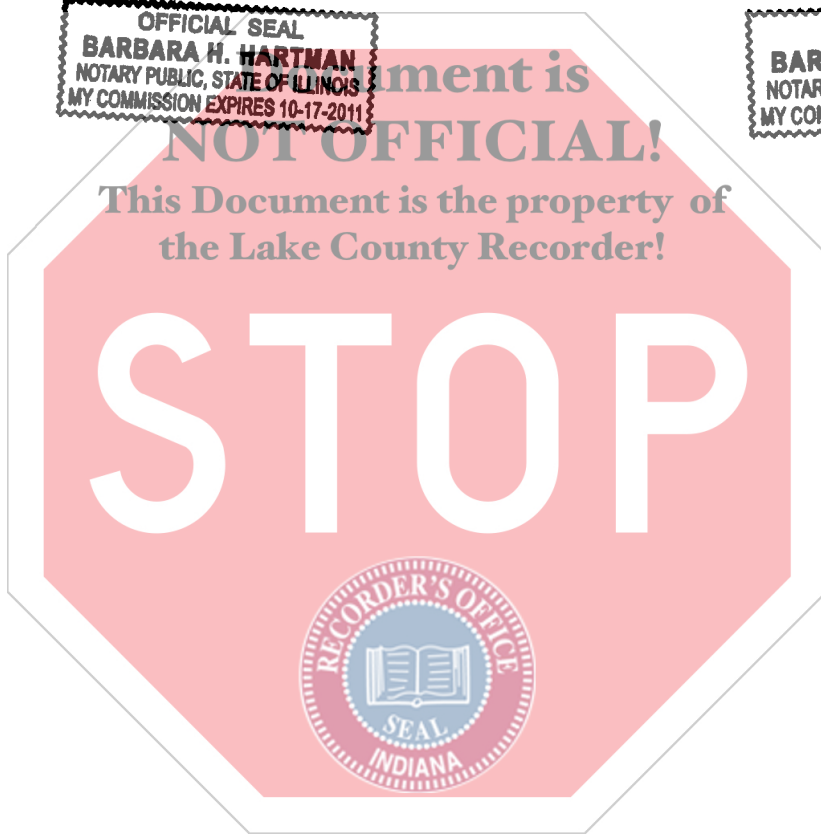
Given under my hand and notarial seal this 31st day of March, 2009.

April 20th, 2009

Barbara H. Hartman
Notary Public

Barbara H. Hartman
Commission Expires 10-17-2011

My Commission Expires: 10-17-2011



STATE OF ILLINOIS)
) SS
COUNTY OF ~~WEL~~ DuPage)

I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that ROBERT BRENNAN, personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of March, 2009.

Barbara H. Hartman
Notary Public

My Commission Expires: 10.17.2011



EXHIBIT A

Legal Description

The North 838.68 feet of the Northeast Quarter of Section 9, Township 35 North, Range 8 West of the Second Principal Meridian, excepting the North 302.50 feet of the East 340.00 feet and the South 70.0 feet of the East 255.0 feet thereof all in Lake County, Indiana and excepting therefrom:

Parcel #1

Commencing at the Northeast corner of said Section; thence West 375 feet along the North line and said Section; thence South 90° a distance of 55 feet to the point of beginning; thence South 140 feet along the same line; thence West 90° a distance of 150 feet; thence North 90° a distance of 140 feet; thence East 90° a distance of 150 feet to the point of beginning.

and Parcel #2

Commencing at the Northeast corner of said Section; thence South 603.68 feet along the East line of said Section; thence West 90° a distance of 50 feet to the point of beginning; thence West 190 feet along the same line; thence South 90° a distance of 120 feet; thence East 90° a distance of 190 feet; thence North 90° a distance of 120 feet to the point of beginning.

and Parcel #3

Commencing at the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 35 North, Range 8 West of the Second Principal Meridian; thence West 685 feet along the north line of said Section; thence South 90 degrees a distance of 55 feet to the point of beginning; thence South on the same line a distance of 130 feet; thence West 90 degrees a distance of 100 feet; thence North 90 degrees a distance of 130 feet; thence East 90 degrees a distance of 100 feet to the point of beginning.

and Parcel #4

Commencing at the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 35 North, Range 8 West of the Second Principal Meridian; thence South 347.50 feet along the East line of said Section; thence West 90 degrees a distance of 50 feet to the point of beginning; thence West on the same line a distance of 125 feet; thence North 90 degrees a distance of 100 feet to the point of beginning.

Commonly Known As: 6100 Broadway
Merrillville, Indiana 46410

KEY No.: 15-23-4 (Unit 8)

PIN:

