

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 SEP 16 AM 8:56

MICHAEL A. BROWN
RECORDER

2009 063121

After recording,
please return to:

Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street
Suite 1910
Chicago, Illinois 60601

Attention: Courtney E. Mayster

**THIRD MODIFICATION OF MORTGAGE
AND OTHER SECURITY DOCUMENTS**

THIS THIRD MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS ("Modification") is made and entered into as of April 6, 2009, by **OLTHOF HOMES - LAKE HILLS, LLC**, an Indiana limited liability company ("Borrower") with a mailing address at 8051 Wicker Avenue, Suite A, St. John, Indiana, 46373, to the order of **MB FINANCIAL BANK, N.A.** (together with its successors and assigns, including each and every holder from time to time of the Notes hereinafter described, "Lender") with a mailing address at 6111 North River Road, Rosemont, Illinois, 60018, Attention: Vincent G. Laughlin.

This Document is the property of
the Lake County Recorder!

WHEREAS, Borrower and Lender have entered into an Amended and Restated Loan Agreement dated April 6, 2007 ("Loan Agreement") whereby Lender has heretofore made a loan (the "Loan") to Borrower in the total principal amount of Eleven Million Three Hundred Eighteen Thousand and 00/100 Dollars (\$11,318,000.00); and

WHEREAS, the Loan is evidenced by a: (i) Land Acquisition Mortgage Note in the amount Three Million Two Hundred Sixty Four Thousand and 00/100 Dollars (\$3,264,000.00), all as more specifically set forth in said Land Acquisition Mortgage note dated December 3, 2004 (the "Phase 1 Acquisition Note"); (ii) Mortgage Note in the amount of Three Million Three Hundred Eighty Five Thousand and 00/100 Dollars (\$3,385,000.00), all as more specifically set forth in said Mortgage Note dated April 6, 2006 (the "Phase 2 Acquisition Note"); (iii) Model Home Mortgage Note in the amount of One Million One Hundred Thirty Five Thousand and 00/100 Dollars (\$1,135,000.00), all as more specifically set forth in said Model Home Mortgage Note dated December 3, 2004 (the "Model Note"); and (iv) Presold and Spec Home Mortgage Note in the amount of Three Million Five Hundred Thirty Four Thousand and 00/100 Dollars (\$3,534,000.00), all as more specifically set forth in said Presold and Spec Home Mortgage Note dated December 3, 2004 (the "Construction Note"). The Phase 1 Acquisition Note, the Phase 2 Acquisition Note, the Model Note and the Construction Note are collectively referred to herein as the "Notes"; and

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WHEREAS, the Notes are secured by, among other things, a Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of the December 8, 2004, by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Lake County, Indiana, on December 20, 2004, as Document No. 2004107725, as modified by that Modification of Mortgage and Other Security Documents dated as of December 13, 2004, by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Lake County, Indiana, on December 20, 2004, as Document No. 2004107727 and as further modified by that Second Modification of Mortgage and Other Security Documents dated as of April 6, 2006, by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Lake County, Indiana, on 4-18, 2006, as Document No. 2006031663 (collectively, the "**Mortgage**"), and a Guaranty of Payment dated as of December 3, 2004, by OD Limited Partnership, an Indiana limited partnership, and OD Enterprises, Inc., an Indiana corporation, jointly and severally (collectively, "**Guarantor**") in favor of Lender, as reaffirmed from time to time (the "**Guaranty**"); and any and all other instruments and documents executed by or on behalf of Borrower and delivered to Lender in connection with the Loan, which are hereinafter collectively referred to as the "**Other Security Documents**"; and

WHEREAS, the collateral for the Mortgage is the real property legally described in Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, Borrower desires that the Loan be modified to extend the Maturity Date (as defined therein) of the Phase 2 Acquisition Note; and

WHEREAS, the parties desire to modify and amend the Loan as provided herein and as a condition to such modification, Lender is requiring: (i) this Modification; (ii) an Amendment to Mortgage Note dated of even date herewith executed by Borrower (the "Note Amendment") whereby the Maturity Date of the Phase 2 Acquisition Note is extended as provided above; and (iii) a Consent and Reaffirmation of Guarantors executed by Guarantor ("**Guaranty Modification**") whereby the Guaranty is modified to secure the Note as modified by the Note Amendment.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and the Other Security Documents.

2. **Modification of Mortgage and Other Security Documents.** The Mortgage is hereby modified that final payment for all sums due under the Phase 2 Acquisition Note shall be due and payable on **June 6, 2009.**

3. **Modification of Loan Agreement.** The Loan Agreement is hereby modified to provide that the "**Due Date**" shall hereinafter refer to "**June 6, 2009.**"

4. **References to Note.** From and after the date hereof (i) the Mortgage, the Assignment and the Other Security Documents shall be deemed to secure the Phase 2 Acquisition Note as modified by the Note Amendment; and (ii) any and all references in the Mortgage or the Other Security Documents to the "Note" shall be deemed to refer to the Phase 2 Acquisition Note as modified by the Note Amendment.

5. **References to Loan Documents and Guaranty.** Any and all references in the Notes, the Mortgage and the Other Security Documents to the "Loan Documents" shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification; and any and all references in the Notes, the Mortgage and the Other Security Documents to the "Guaranty" shall from and after the date hereof be deemed to refer to the Guaranty as modified by the Guaranty Modification.

6. **Reaffirmation of Representations and Warranties.** Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage and the Other Security Documents.

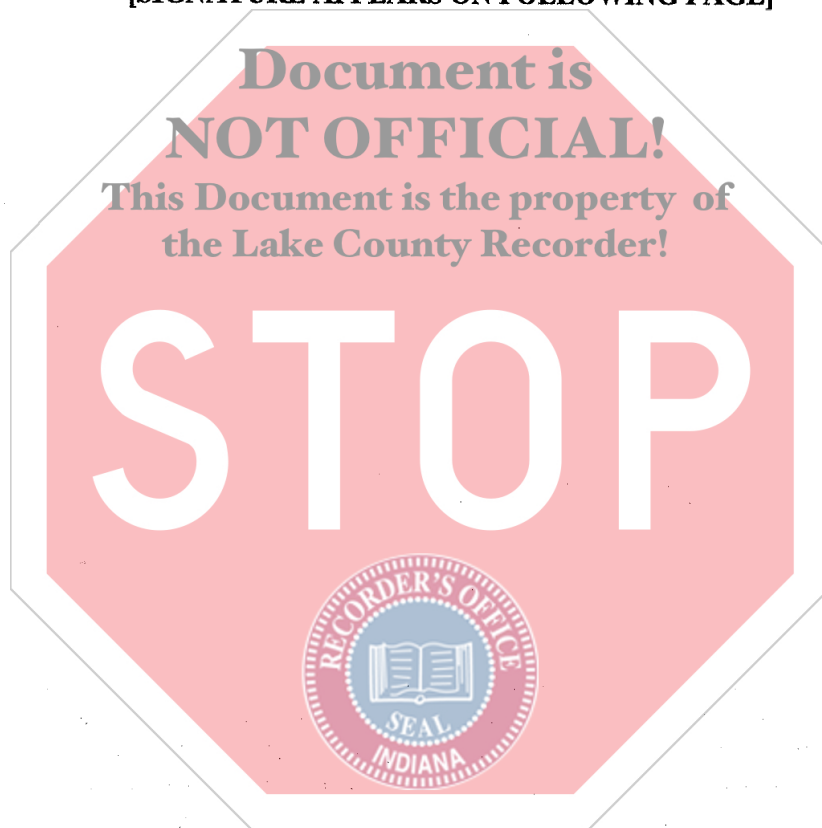
7. **Reaffirmation of Covenants.** Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.

8. **Governing Law.** The rights and duties of the parties hereunder shall be construed, enforced and governed according to the laws of the State of Illinois, without reference to the conflict of laws principles of said State, all except insofar as the same relates to matters of foreclosure and title to which the laws of the State in which the Property is situated shall govern. The parties hereby consent and irrevocably waive all objections to the jurisdiction and venue and convenience of forum of any court of general and competent jurisdiction located within the County of Cook, State of Illinois with respect to any legal proceeding arising out of or connected with this Agreement and agree that the mailing to their address(es) by registered mail, of any legal process shall constitute lawful and valid service of process in any proceeding, suit, or controversy. The parties shall bring any legal proceeding arising out of or connected with this Agreement only in the Federal or State courts located in the County of Cook, State of Illinois, which courts shall apply the laws as aforesaid. In the event that either party institutes any legal proceeding in any court other than a court located in the County of Cook, State of Illinois, that party shall assume all of the costs incurred in transferring said proceeding to a court located in the County of Cook, State of Illinois, including but not limited to the other party's attorney's and

paralegal fees. Notwithstanding anything in this Agreement to the contrary, venue for any action relating to the title or foreclosure proceedings of the Collateral shall lie in Lake County, Indiana, the place of location of such collateral.

In the event that any provision or clause of this Modification, the Notes or any of the Other Security Documents conflicts with applicable law, or is adjudicated to be invalid or unenforceable, same shall not affect other provisions of this Modification, the Note Amendment, the Consent and Reaffirmation or any of the Other Security Documents which can be given effect without the conflicting provision, and to this end the provisions of this Modification, the Note Amendments, the Consent and Reaffirmation or any of the Other Security Documents are declared to be severable and the validity or enforceability of the remainder of the Loan Document in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision.

[SIGNATURE APPEARS ON FOLLOWING PAGE]



CONSENT OF LENDER

The undersigned Lender hereby consents to and approves the foregoing Consent and Reaffirmation dated as of April 6, 2009.

MB FINANCIAL BANK, N.A.

By: William Ber
Name: William BER
Title: Vice President

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IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

OLTHOF HOMES – LAKE HILLS, LLC,
an Indiana limited liability company

By: OD Enterprises, Inc.,
an Indiana corporation
Its: Manager

By: Frederick A. Olthof
Name: Frederick A. Olthof
Title: President

STATE OF ^{Illinois} INDIANA)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Frederick A. Olthof, personally known to me to be the President of OD Enterprises, Inc., an Indiana corporation, which is the Manager of Olthof Homes – Lake Hills, LLC, an Indiana limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as the President, he signed and delivered said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of _____ of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of June, 2009.

My Commission Expires: 9/24/2011

Jean M. Lamberth
Notary Public

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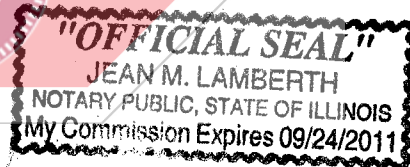


EXHIBIT "A"

Legal Description

PHASE 1 - TOWNHOME PARCEL 1 LEGAL

THAT PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 89 DEGREES 26 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28 FOR A DISTANCE OF 492.89 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 67 DEGREES 23 MINUTES 14 SECONDS WEST 380.13 FEET; THENCE NORTH 09 DEGREES 16 MINUTES 48 SECONDS WEST 41.76 FEET; THENCE NORTH 57 DEGREES 05 MINUTES 19 SECONDS WEST 74.18 FEET; THENCE SOUTH 21 DEGREES 27 MINUTES 06 SECONDS WEST 153.17 FEET; THENCE SOUTH 29 DEGREES 18 MINUTES 51 SECONDS WEST 323.69 FEET; THENCE SOUTH 12 DEGREES 35 MINUTES 21 SECONDS WEST 71.61 FEET; THENCE SOUTH 70 DEGREES 07 MINUTES 47 SECONDS EAST 155.15 FEET; THENCE SOUTH 18 DEGREES 17 MINUTES 10 SECONDS WEST 101.00 FEET; THENCE NORTH 71 DEGREES 39 MINUTES 41 SECONDS WEST 100.90 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 320.00 FEET, HAVING A CHORD BEARING OF NORTH 52 DEGREES 31 MINUTES 02 SECONDS WEST, 213.84 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 145.00 FEET, HAVING A CHORD BEARING OF NORTH 11 DEGREES 20 MINUTES 53 SECONDS EAST, 226.35 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 370.00 FEET, HAVING A CHORD BEARING OF NORTH 09 DEGREES 38 MINUTES 55 SECONDS EAST, 599.55 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 320.00 FEET, HAVING A CHORD BEARING OF NORTH 33 DEGREES 35 MINUTES 45 SECONDS WEST, 35.48 FEET TO A NONTANGENT LINE; THENCE NORTH 61 DEGREES 07 MINUTES 45 SECONDS EAST 5.81 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 120.00 FEET, HAVING A CHORD BEARING OF SOUTH 72 DEGREES 26 MINUTES 18 SECONDS EAST, 194.50 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 180.00 FEET, HAVING A CHORD BEARING OF SOUTH 55 DEGREES 22 MINUTES 17 SECONDS EAST, 184.51 FEET TO A POINT OF TANGENCY; THENCE SOUTH 84 DEGREES 44 MINUTES 12 SECONDS EAST 53.07 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 145.00 FEET, HAVING A CHORD BEARING OF SOUTH 66 DEGREES 52 MINUTES 07 SECONDS EAST, 90.44 FEET TO A NONTANGENT CURVE; THENCE SOUTHERLY, EASTERLY, NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 60.00 FEET, HAVING A CHORD BEARING OF SOUTH 78 DEGREES 23

MINUTES 15 SECONDS EAST, 274.79 FEET TO A POINT OF COMPOUND CURVE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 205.00 FEET, HAVING A CHORD BEARING OF NORTH 55 DEGREES 35 MINUTES 08 SECONDS WEST, 208.60 FEET TO A POINT OF TANGENCY; THENCE NORTH 84 DEGREES 44 MINUTES 12 SECONDS WEST 53.07 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 120.00 FEET, HAVING A CHORD BEARING OF NORTH 55 DEGREES 22 MINUTES 17 SECONDS WEST, 123.01 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 180.00 FEET, HAVING A CHORD BEARING OF NORTH 72 DEGREES 26 MINUTES 18 SECONDS WEST, 291.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 61 DEGREES 07 MINUTES 45 SECONDS WEST 1.78 FEET TO A NONTANGENT CURVE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 320.00 FEET, HAVING A CHORD BEARING OF NORTH 14 DEGREES 14 MINUTES 29 SECONDS WEST. 60.26 FEET TO A POINT OF TANGENCY; THENCE NORTH 08 DEGREES 50 MINUTES 48 SECONDS WEST 92.10 FEET; THENCE NORTH 52 DEGREES 23 MINUTES 59 SECONDS EAST 62.77 FEET; THENCE SOUTH 88 DEGREES DO MINUTES 37 SECONDS EAST 104.74 FEET; THENCE SOUTH 69 DEGREES 18 MINUTES 27 SECONDS EAST 86.89 FEET; THENCE SOUTH 86 DEGREES 49 MINUTES 29 SECONDS EAST 46.97 FEET; THENCE SOUTH 50 DEGREES 26 MINUTES 31 SECONDS EAST 139.19 FEET; THENCE SOUTH 62 DEGREES 44 MINUTES 30 SECONDS EAST 109.62 FEET; THENCE SOUTH 67 DEGREES 33 MNUTES 30 SECONDS EAST 182.56 FEET; THENCE SOUTH 36 DEGREES 15 MINUTES 57 SECONDS EAST 260.65 FEET; THENCE SOUTH 04 DEGREES 12 MINUTES 47 SECONDS WEST 74.25 FEET; THENCE SOUTH 30 DEGREES 27 MINUTES 41 SECONDS EAST 75.83 FEET; THENCE SOUTH 34 DEGREES 09 MINUTES 42 SECONDS WEST 180.05 FEET TO THE PLACE OF BEGINNING CONTAINING 9.1595 ACRES, MORE OR LESS, ALL IN LAKE COUNTY, INDIANA.

PHASE 1 - TOWNHOME PARCEL 2 LEGAL

THAT PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 89 DEGREES 26 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28 FOR A DISTANCE OF 492.89 FEET; THENCE NORTH 67 DEGREES 23 MINUTES 14 SECONDS WEST 380.13 FEET; THENCE NORTH 09 DEGREES 16 MINUTES 48 SECONDS WEST 41.76 FEET; THENCE NORTH 57 DEGREES 05 MINUTES 19 SECONDS WEST 74.18 FEET; THENCE SOUTH 21 DEGREES 27 MINUTES 06 SECONDS WEST 153.17 FEET; THENCE SOUTH 29 DEGREES 18 MINUTES 51 SECONDS WEST 323.69 FEET; THENCE SOUTH 12 DEGREES 35 MINUTES 21 SECONDS WEST 71.61 FEET; THENCE SOUTH 70 DEGREES 07 MINUTES 47 SECONDS EAST 155.15 FEET; THENCE SOUTH 18 DEGREES 17 MINUTES 10 SECONDS WEST 161.00 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 18 DEGREES 17 MINUTES 10 SECONDS WEST 98.21 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1030.00 FEET, HAVING A CHORD BEARING OF SOUTH 17

DEGREES 33 MINUTES 49 SECONDS WEST, 25.98 FEET TO A NONTANGENT LINE; THENCE NORTH 73 DEGREES 09 MINUTES 32 SECONDS WEST 191.84 FEET; THENCE NORTH 14 DEGREES 48 MINUTES 03 SECONDS EAST 142.64 FEET TO A NONTANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 380.00 FEET. HAVING A CHORD BEARING OF SOUTH 64 DEGREES 05 MINUTES 48 SECONDS EAST, 100.34 FEET TO A POINT OF TANGENCY; THENCE SOUTH 71 DEGREES 39 MINUTES 41 SECONDS EAST 100.95 FEET TO THE PLACE OF BEGINNING CONTAINING 0.5784 ACRES, MORE OR LESS, ALL IN LAKE COUNTY, INDIANA.

PHASE 1 - DUPE/PAIRED COTTAGE PARCEL 1 LEGAL

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 89 DEGREES 21 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 582.32 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 03 SECONDS WEST 278.95 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 57 SECONDS WEST 306.11 FEET TO A NONTANGENT CURVE FOR THE PLACE OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 280.00 FEET, HAVING A CHORD BEARING OF SOUTH 14 DEGREES 15 MINUTES 38 SECONDS EAST, 104.17 FEET TO A NONTANGENT LINE; THENCE SOUTH 59 DEGREES 34 MINUTES 20 SECONDS WEST 10.33 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 220.00 FEET, HAVING A CHORD BEARING OF SOUTH 84 DEGREES 38 MINUTES 12 SECONDS WEST, 192.48 FEET TO A POINT OF TANGENCY; THENCE NORTH 70 DEGREES 17 MINUTES 55 SECONDS WEST 272.82 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 220.00 FEET, HAVING A CHORD BEARING OF NORTH 49 DEGREES 50 MINUTES 35 SECONDS WEST, 157.09 FEET TO A NONTANGENT CURVE; THENCE NORTHWESTERLY AND SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 60.00 FEET, HAVING A CHORD BEARING OF SOUTH 61 DEGREES 03 MINUTES 23 SECONDS WEST, 314.16 FEET TO A NONTANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 280.00 FEET, HAVING A CHORD BEARING OF SOUTH 49 DEGREES 47 MINUTES 44 SECONDS EAST, 200.40 FEET TO A POINT OF TANGENCY; THENCE SOUTH 70 DEGREES 17 MINUTES 55 SECONDS EAST 272.82 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 280.00 FEET, HAVING A CHORD BEARING OF NORTH 84 DEGREES 38 MINUTES 12 SECONDS EAST, 244.98 FEET TO A POINT OF TANGENCY; THENCE NORTH 59 DEGREES 34 MINUTES 20 SECONDS EAST 9.04 FEET; THENCE SOUTH 30 DEGREES 25 MINUTES 40 SECONDS EAST 5.98 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 320.00 FEET, HAVING A CHORD BEARING OF SOUTH 17 DEGREES 07 MINUTES 35 SECONDS EAST, 148.58 FEET TO A NONTANGENT LINE; THENCE

SOUTH /0 DEGREES 25 MINUTES 20 SECONDS WEST 214.41 FEET; THENCE NORTH 70 DEGREES 17 MINUTES 55 SECONDS WEST 440.79 FEET; THENCE NORTH 58 DEGREES 53 MINUTES 02 SECONDS WEST 126.96 FEET; THENCE NORTH 47 DEGREES 45 MINUTES 06 SECONDS WEST 129.40 FEET; THENCE NORTH 35 DEGREES 18 MINUTES 05 SECONDS WEST 117.84 FEET; THENCE NORTH 20 DEGREES 26 MINUTES 31 SECONDS WEST 112.90 FEET; THENCE NORTH 35 DEGREES 06 MINUTES 29 SECONDS EAST 217.14 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST 234.43 FEET; THENCE SOUTH 29 DEGREES 49 MINUTES 54 SECONDS EAST 181.69 FEET THENCE SOUTH 41 DEGREES 21 MINUTES 02 SECONDS EAST 40.83 FEET; THENCE SOUTH 71 DEGREES 50 MINUTES 01 SECONDS EAST 369.67 FEET TO THE PLACE OF BEGINNING, CONTAINING 6.8225 ACRES, MORE OR LESS; ALL IN LAKE COUNTY, INDIANA.

PHASE 1 - DUPLEX/PAIRED COTTAGE PARCEL 2 LEGAL

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 89 DEGREES 21 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 582.32 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 01 DEGREES 21 MINUTES 03 SECONDS EAST 308.23 FEET; THENCE NORTH 59 DEGREES 31 MINUTES 19 SECONDS WEST 210.51 FEET TO A NONTANGENT CURVE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 180.00 FEET, HAVING A CHORD BEARING OF NORTH 14 DEGREES 36 MINUTES 07 SECONDS EAST, 99.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREES 16 MINUTES 27 SECONDS WEST 66.20 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 380.00 FEET, HAVING A CHORD BEARING OF NORTH 15 DEGREES 26 MINUTES 45 SECONDS WEST, 187.98 FEET TO A NONTANGENT LINE; THENCE NORTH 88 DEGREES 43 MINUTES 33 SECONDS EAST 197.01 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 03 SECONDS EAST 143.88 FEET TO THE PLACE OF BEGINNING, CONTAINING 1.4963 ACRES, MORE OR LESS. ALL IN LAKE COUNTY, INDIANA.

PHASE 2 - PARCEL 1

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 89 DEGREES 21 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 582.32 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 03 SECONDS EAST 308.23 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 01 DEGREES 21 MINUTES 03 SECONDS EAST 50.17 FEET; THENCE SOUTH 65 DEGREES 41 MINUTES 59 SECONDS WEST 136.53 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 39 SECONDS WEST 203.36 FEET; THENCE SOUTH 53 DEGREES 55 MINUTES 19

SECONDS WEST 40.86 FEET; THENCE SOUTH 78 DEGREES 56 MINUTES 23 SECONDS WEST 51.62 FEET TO A NONTANGENT CURVE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 60.00 FEET; HAVING A CHORD BEARING OF SOUTH 83 DEGREES 22 MINUTES 50 SECONDS WEST, 179.19 FEET TO A NONTANGENT LINE; THENCE SOUTH 87 DEGREES 49 MINUTES 17 SECONDS WEST 50.74 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 170.00 FEET, HAVING A CHORD BEARING OF NORTH 74 DEGREES 37 MINUTES 44 SECONDS WEST, 104.14 FEET TO A POINT OF TANGENCY; THENCE NORTH 57 DEGREES 04 MINUTES 46 SECONDS WEST 233.55 FEET TO A NONTANGENT CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 490.00 FEET, HAVING A CHORD BEARING OF NORTH 53 DEGREES 05 MINUTES 01 SECONDS EAST, 277.50 FEET TO A POINT OF TANGENCY; THENCE NORTH 69 DEGREES 18 MINUTES 27 SECONDS EAST 199.22 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST; HAVING A RADIUS OF 180.00 FEET, HAVING A CHORD BEARING OF NORTH 49 DEGREES 53 MINUTES 34 SECONDS EAST, 121.99 FEET TO A NONTANGENT LINE; THENCE SOUTH 59 DEGREES 31 MINUTES 19 SECONDS EAST 210.51 FEET TO THE PLACE OF BEGINNING, CONTAINING 3.9427 ACRES, MORE OR LESS, ALL IN LAKE COUNTY, INDIANA

PHASE 2 - PARCEL 2

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 89 DEGREES 21 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 797.09 FEET TO A NONTANGENT CURVE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 320.00 FEET, HAVING A CHORD BEARING OF SOUTH 06 DEGREES 28 MINUTES 23 SECONDS EAST, 29.58 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE ARC OF LAST SAID CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 320.00 FEET, HAVING A CHORD BEARING OF SOUTH 02 DEGREES 32 MINUTES 58 SECONDS EAST, 14.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01 DEGREES 16 MINUTES 27 SECONDS EAST 66.20 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 120.00 FEET, HAVING A CHORD BEARING OF SOUTH 34 DEGREES 01 MINUTES 00 SECONDS WEST, 147.83 FEET TO A POINT OF TANGENCY; THENCE SOUTH 69 DEGREES 18 MINUTES 27 SECONDS WEST 199.22 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 550.00 FEET, HAVING A CHORD BEARING OF SOUTH 54 DEGREES 24 MINUTES 36 SECONDS WEST, 286.01 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 5.00 FEET, HAVING A CHORD BEARING OF NORTH 67 DEGREES 33 MINUTES 02 SECONDS WEST, 12.73 FEET TO A POINT OF REVERSE CURVATURE; THENCE

NORTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET, HAVING A CHORD BEARING OF NORTH 43 DEGREES 57 MINUTES 50 SECONDS WEST, 103.36 FEET TO A NONTANGENT LINE; THENCE NORTH 03 DEGREES 18 MINUTES 52 SECONDS WEST 78.23 FEET; THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST 90.00 FEET; THENCE NORTH 56 DEGREES 36 MINUTES 16 SECONDS EAST 109.57 FEET; THENCE NORTH 64 DEGREES 52 MINUTES 02 SECONDS EAST 225.16 FEET; THENCE NORTH 70 DEGREES 25 MINUTES 20 SECONDS EAST 214.41 FEET TO THE PLACE OF BEGINNING, CONTAINING 2.1391 ACRES, MORE OR LESS, ALL IN LAKE COUNTY, INDIANA.

PHASE 2 - PARCEL 3

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 89 DEGREES 21 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 582.32 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 03 SECONDS EAST 920.54 FEET TO THE NORTH RIGHT OF WAY LINE OF 93RD AVENUE; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG SAID NORTH LINE (1) NORTH 88 DEGREES 48 MINUTES 18 SECONDS WEST 465.68 FEET (2) NORTH 57 DEGREES 04 MINUTES 46 SECONDS WEST 43.40 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING ALONG LAST SAID NORTH LINE NORTH 57 DEGREES 04 MINUTES 46 SECONDS WEST 585.12 FEET TO THE EAST LINE OF SCHNEIDER'S ESTATES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 86, PAGE 52 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA; THENCE NORTH 00 DEGREES 10 MINUTES 45 SECONDS WEST ALONG SAID EAST LINE 292.46 FEET; THENCE SOUTH 49 DEGREES 27 MINUTES 22 SECONDS EAST 203.84 FEET TO A NONTANGENT CURVE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 60.00 FEET, HAVING A CHORD BEARING OF SOUTH 08 DEGREES 16 MINUTES 04 SECONDS EAST, 102.23 FEET TO A POINT OF TANGENCY; THENCE SOUTH 57 DEGREES 04 MINUTES 46 SECONDS EAST 353.67 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 230.00 FEET, HAVING A CHORD BEARING OF SOUTH 74 DEGREES 14 MINUTES 11 SECONDS EAST, 137.74 FEET TO A NONTANGENT LINE; THENCE SOUTH 32 DEGREES 55 MINUTES 14 SECONDS WEST 190.03 FEET TO THE PLACE OF BEGINNING CONTAINING 2.5488 ACRES, MORE OR LESS; ALL IN LAKE COUNTY, INDIANA.

