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**SECOND MODIFICATION OF NOTES AND MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

2009 080530

THIS MODIFICATION OF NOTES AND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Agreement") is made as of November 3, 2009, by and among **Millie Kojic**, 1615 Poplar Lane, Munster, Indiana 46321 ("Borrower") and **George Novogroder**, c/o The Novogroder Companies, Inc., 85 North Michigan Avenue, Suite 3612, Chicago, Illinois 60611 ("Lender").

RECITALS:

TICOR TITLE INSURANCE
Crown Point, Indiana

A. Lender has previously loaned to Borrower the sum of Three Hundred Thirty Thousand Two Hundred Ten (\$330,210.00) Dollars (the "Loan"), as evidenced by a series of six (6) Notes, Note 1 being in the amount of Fifty Three Thousand One Hundred (\$53,100.00) Dollars; Note 2 being in the amount of Fifty Three Thousand One Hundred (\$53,100.00) Dollars; Note 3 being in the amount of Fifty Three Thousand One Hundred (\$53,100.00) Dollars; Note 4 being in the amount of Sixty One Thousand Two Hundred (\$61,200.00) Dollars; Note 5 being in the amount of Sixty Thousand Three Hundred (\$60,300.00) Dollars; and Note 6 being in the amount of Forty Nine Thousand Four Hundred Ten (\$49,410.00) Dollars (hereinafter collectively referred to as the "Notes"). The Loan is secured by a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Borrower to Lender in the principal amount of \$330,210.00 dated January 8, 2004 and recorded January 15, 2004, as Document No. 2004003999 in the Office of the Recorder of Lake County, Indiana ("Mortgage"). The Notes and the Mortgage collectively are hereinafter referred to as the "Loan Documents".

B. The current loan balance as of January 1, 2009, on Note 1 is Forty Nine Thousand Seven Hundred Sixty Six and 77/100 (\$49,766.77) Dollars; Note 2 is Forty Nine Thousand Seven Hundred Sixty Six and 77/100 (\$49,766.77) Dollars; Note 3 is Forty Nine Thousand Seven Hundred Sixty Six and 77/100 (\$49,766.77) Dollars; Note 4 is Fifty Six Thousand Five Hundred Fourteen and 15/100 (\$56,514.15) Dollars; Note 5 is Fifty Seven Thousand Three Hundred Ninety Eight and 78/100 (\$57,398.78) Dollars; and Note 6 is Forty Six Thousand Three Hundred Seven and 73/100 (\$46,307.73) Dollars, leaving a total balance due and owing on the Loan as of January 1, 2009, in the amount of Three Hundred Nine Thousand Five Hundred Twenty and 97/100 (\$309,520.97) Dollars.

C. Lender and Borrower previously entered into a Modification of Notes and Mortgage, Assignment of Leases and Rents, Security and Fixture Filing as of January 8, 2009, and recorded January __, 2009, as Document No. 2009 007205, in the Office of the Recorder of Lake County, Indiana ("First Modification").

D. The Loan, pursuant to the Notes, as modified by the First Modification, matures on January 9, 2010.

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Hazel Gardin

1001.001478/Kojic/Second Modification 11.03.09

Ticor Title recorded this document as an accommodation. Ticor did not examine the document or the title of the real estate affected.

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E. Borrower and Lender desire to amend the Loan Documents in order to extend the Maturity Date as specified herein and to modify the Loan Documents in all other respects as set forth herein.

AGREEMENTS

NOW THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreement by Lender to modify the Loan Documents as provided herein, (iii) the covenants and agreements contained herein, and (iv) for all other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows, to-wit:

1. The maturity date for the Notes shall be extended to and including January 9, 2011 ("Maturity Date").

2. The interest rate on the principal balance of the Notes shall be in the amount of eight and three-quarters (8.75%) percent per annum, computed monthly.

3. Until date of Maturity, when the entire principal and all accrued interest, if any, is due and payable in full, The Borrower shall pay interest only on the first day of each month, which monthly interest payment on the Notes totals Two Thousand Two Hundred Fifty Six and 93/100 (\$2,256.93) Dollars.

4. Intentionally Deleted.

5. Representations and Warranties: Borrower hereby represents covenants and warrants to Lender as follows:

a. The representations and warranties in the Loan Documents are true and correct as of the date hereof.

b. There is currently no Event of Default (as defined in the Mortgage) under the Loan Documents and Borrower does not know of any event or circumstance which, with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Documents.

c. The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

d. There has been no material adverse change in the financial condition of Borrower, whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

e. As of the date hereof, Borrower has no claims, counterclaims, defenses or set-offs with respect to the Loan Documents as modified herein.

f. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by Borrower. This Agreement has been duly executed and delivered on behalf of the Borrower.

6. Conditions to Agreement. The effectiveness of this Agreement is contingent upon the following:

a. Expenses. Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, mortgage tax, recording fees, appraisal fees and attorneys' fees and expenses.

7. Miscellaneous.

a. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana.

b. This Agreement shall not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognized that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

c. Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender as a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.

d. Borrower and Lender each acknowledges that there are no other understandings, agreements or representation, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represents a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

e. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

f. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and singular.

g. This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

h. Time is of the essence of Borrower's obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

LENDER:

GEORGE NOVOGRODER

BORROWER:

MILLIE KOJIC

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

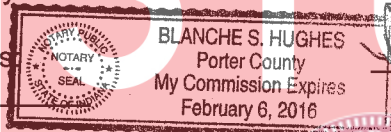
I, Blanche S. Hughes

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George Novogroder is 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 acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of November, 2009.

My Commission Expires

20th 2016



Blanche S. Hughes
Notary Public

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

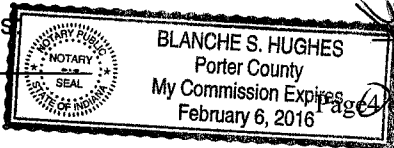
I, Blanche S. Hughes

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Millie Kojic is 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 acknowledged that she signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of November, 2009.

My Commission Expires

20th 2016



Blanche S. Hughes
Notary Public