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This document was prepared by and after filing return to:

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Bank Financial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

2010 017036

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2010 MAR 25 AM 8:38
MICHELLE R. FAJMAN
RECORDER

Loan # 1902021626

MORTGAGE MODIFICATION AND LOAN ASSUMPTION AGREEMENT

This Mortgage Modification and Loan Assumption Agreement (the "**Modification**") is made as of the 8th day of March, 2010, by and among Gurdial J. Sanghera and Kamal J. Sanghera (collectively "**Original Borrower**") and GAN Naperville, LLC., an Illinois limited liability company ("**New Borrower**;" Original Borrower and New Borrower are collectively, "**Borrower**") and BankFinancial F.S.B. a federal savings bank (the "**Lender**").

WHEREAS, at the request of Original Borrower, on or about December 7, 2006, pursuant to the terms of a Business Loan Agreement (the "**Loan Agreement**"), Lender made a loan to Original Borrower the original principal amount of \$616,066.00 (the "**Loan**"); and

WHEREAS, to evidence the Loan, on or about December 7, 2006, Original Borrower executed and delivered to Lender that certain Promissory Note in the principal amount of \$616,066.00 (the "**Note**"); and

WHEREAS, on or about December 7, 2006, to secure the obligations under the Note, Original Borrower executed and delivered to Lender a Mortgage (the "**Mortgage**") on certain real estate located in Lake County, Indiana, commonly known as 9269 S. Taft Street, Merrillville, IN, the legal description of which is attached hereto as Exhibit A (the "**Premises**"), which Mortgage was recorded with the Lake County Recorder (the "**Recorder**") on January 10, 2007, as Document No. 2007 002444; and

WHEREAS, on or about December 7, 2006, to further secure the obligations under the Note, the Trustee executed and delivered to Lender an Assignment of Rents (the "**Assignment**") with respect to the Premise, which Assignment was recorded with the Recorder on January 10, 2007, as Document No. 2007 002445 (the Note, the Mortgage, the Assignment, and all other documents relating to the Loan, as amended from time to time, are the "**Loan Documents**"); and

WHEREAS, Original Borrower has transferred title to the Premises to New Borrower (the "**Transfer**"); and

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WHEREAS, Lender has extended credit to Original Borrower evidenced by the promissory notes described on Exhibit B hereto which promissory notes are secured, respectively, by mortgages on the properties described on Exhibit B. Exhibit B is incorporated by reference herein.

WHEREAS, at the request of Borrower, contemporaneously with the execution of this Modification, Lender will extend credit to Borrower evidenced by the note described on Exhibit B and secured by a mortgage on the property described on Exhibit B (the loans described on Exhibit B are collectively the “**Global Loans;**” the notes described on exhibit B are collectively the “**Global Notes;**” the mortgages described on Exhibit A are collectively, the “**Global Mortgages;**” the properties described on Exhibit B are collectively, the “**Global Properties;**” and the Global Notes, the Global Mortgages and other loan documents executed in connection with the Global Loans are the “**Global Loan Documents**”).

WHEREAS, as of the date hereof, the outstanding principal balance under the Note is \$587,028.24; and

WHEREAS, Lender has agreed to consent to the Transfer and the additional extension of additional credit subject to the conditions set forth herein including, without limitation, that New Borrower becomes obligated under the Note and other Loan Documents all as more fully set forth below.

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

1. Recitals. Each of the forgoing recitals is included by reference herein and Borrower represents to Lender that each such recital is true and correct in its entirety.
2. Terms. Capitalized terms used herein shall have the meanings ascribed to them in the Loan Documents and the Global Loan Documents unless otherwise defined herein.
3. Consent to Transfer. Lender hereby consents to the transfer of the Premises to New Borrower.
4. Cross-Collateralization. Until the Global Loans have been paid in full and there are no outstanding obligations owing to Lender under the Global Notes, the Global Mortgages or the other Global Loan Documents, Borrower acknowledges and agrees (i) that the term “Obligations”, “Liabilities” and “Indebtedness” (however such terms or terms of similar meaning may be defined in any of the Global Loan Documents) shall mean, and include, any and all indebtedness, liabilities and obligations of Borrower to Lender of any kind whatsoever, whether now existing or hereafter arising, including under any or all of the Global Notes,

the Global Mortgages and the other Global Loan Documents (collectively, the “**Global Indebtedness**”), (ii) the “Collateral,” “Premises” or “Property” (however such terms or terms of similar meaning may be defined in any of the Global Loan Documents) and any other collateral pledged pursuant to the Global Loan Documents (collectively, the “**Global Collateral**”) shall secure all of the Global Indebtedness of Borrower to Lender and (iii) Lender shall have no obligation to release any lien on any of the Global Collateral or any other collateral unless and until all of the Global Indebtedness is paid in full.

5. Cross-Default. Until the Global Loans have been paid in full and there are no outstanding obligations owing to Lender under the Global Loan Documents; Borrower hereby agrees that a “Default” or an “Event of Default” under and as defined in any of the Global Loan Documents shall constitute a “Default” or an “Event of Default” under the other Global Loan Documents.

6. Modification of Mortgage. The Mortgage is modified to read as follows: **“THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND PERSONAL PROPERTY IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS, (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS AND THIS MORTGAGE, (C) PAYMENT OF THE GLOBAL INDEBTEDNESS AND (D) THE PERFORMANCE AND ANY AND ALL OBLIGATIONS UNDER THE GLOBAL NOTES, THE GLOBAL LOAN DOCUMENTS AND THE GLOBAL MORTGAGES. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS.”**

7. Maximum Lien. The Maximum Lien Provision of the Mortgage is modified to read as follows: “At no time shall the principal amount of the Indebtedness and Global Indebtedness exceed in the aggregate \$3,500,000.00.”

8. Debt Service Coverage Ratio. Borrower covenants and agrees with Lender that until such time as the Note is paid in full, or Lender otherwise agrees in writing, Borrower will not permit the ratio of Global Operating Cash Flow to Global Debt Service to be less than 1:20 to 1: (the “**Debt Service Coverage Ratio.**”)

“Global Operating Cash Flow” means the aggregate rental income actually received by Borrower during a calendar year from the ownership and operation of the Global Properties (excluding security deposits and rent paid more than one month in advance) less operating expenses (excluding depreciation, other non-cash expenses and non-current portion of capital expenditures).

“Global Debt Service” means the aggregate principal and interest payments required to be made during the calendar year with respect to money borrowed by Borrower and secured by the Global Properties.

Global Operating Cash Flow and Global Debt Service shall be calculated by the Lender based on the financial information provided to Lender by Borrower which shall include rent rolls, leases, operating statements and such other information as Lender may request. All such financial information shall be supplied by Borrower annually on or before May 15. Lender's determination of the Debt Service Coverage Ratio shall be binding on the Borrower unless manifestly in error.

9. Assumption of Obligations. New Borrower hereby unconditionally agrees to pay all amounts payable under the Note in accordance with the terms of the Note and to assume any and all obligations now or hereafter existing under the Note, the Mortgage, the other Loan Documents, the Global Notes, the Global Mortgages and the other Global Loan Documents.
10. Reaffirmation of Obligations. Original Borrower unconditionally reaffirms all of Original Borrower's obligations now or hereafter existing under the Note, the Mortgage, the other Loan Documents, the Global Notes, the Global Mortgages and the other Global Loan Documents.
11. Full Force and Effect. Except as expressly amended hereby, the Note, the Mortgage, and all other Loan Documents shall remain in full force and effect. The Note, the Mortgage and all rights and powers created thereby and thereunder or under such other Loan Documents are in all respects ratified and affirmed. From and after the date hereof, the Note, Mortgage and other Loan Documents shall be deemed to be amended and modified as herein provided, but, except as so amended and modified, they shall continue in full force and effect.
12. No Default. Borrower represents and warrants that there does not exist any Event of Default under the Note or any of the Loan Documents.
13. Absence of Claims. Borrower acknowledges, agrees and affirms Borrower has no knowledge of any claims, defenses, or offsets of any nature against Lender or with respect to the enforcement of the Note, the Mortgage or any of the Loan Documents; nor does Borrower have any knowledge of any facts that would or might give rise to any claims against Lender. If facts now exist which would or could give rise to any claim against the Lender or with respect to the enforcement of the Note, the Mortgage or any of the Loan Documents, this Agreement or any other documents executed in connection with or related to the Loan, Borrower hereby unconditionally, irrevocably and unequivocally waives and fully releases Lender, its officers, directors and employees and their respective heirs and assigns from any and all such claims.
14. Governing Law. This Modification shall be governed and construed in accordance with the laws of the State of Illinois.

15. Counterparts. This Modification may be executed in one or more counterparts, which together shall comprise the entire agreement.

16. Joint and Several. The obligations of Borrower are joint and several.

IN WITNESS WHEREOF, the parties have executed this Mortgage Modification and Loan Assumption Agreement as of the day and year first written above.

ORIGINAL BORROWER

Gurdial S. Sanghera
Gurdial S. Sanghera

Kamal J. Sanghera
Kamal J. Sanghera

NEW BORROWER

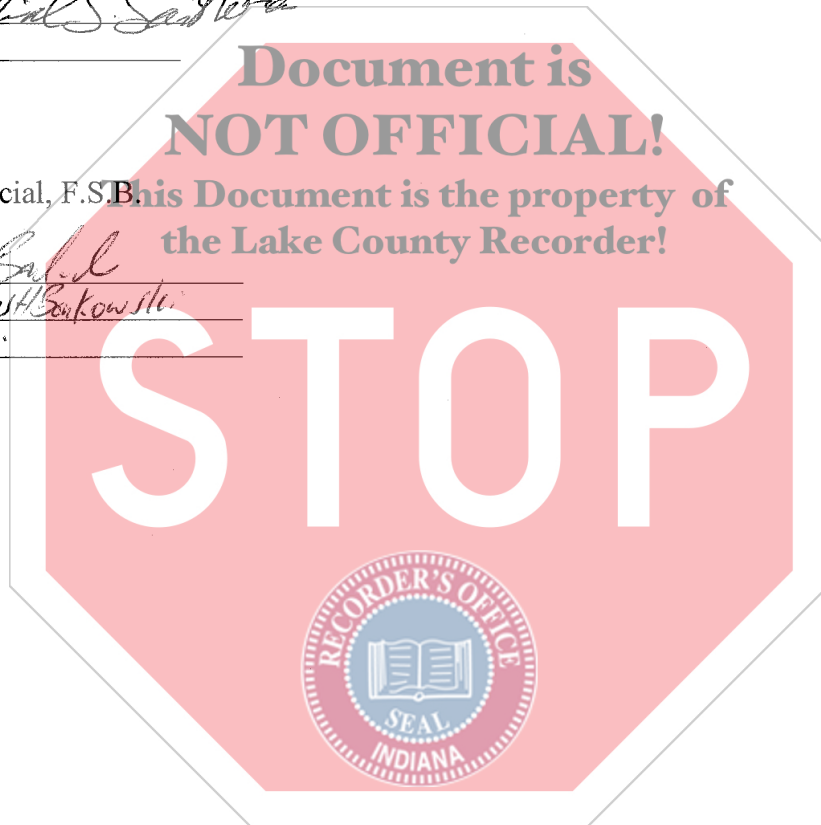
GAN Naperville, LLC

By: Gurdial S. Sanghera
Its: _____

LENDER

Bank Financial, F.S.B.

By: Josh Bankowski
Name: Josh Bankowski
Title: AVP



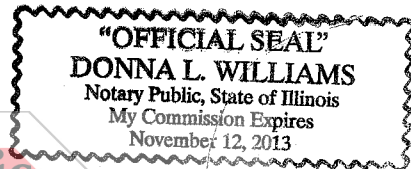
STATE OF IL)

COUNTY OF DuPage

On this 8th day of March, 2010, before me, the undersigned Notary Public, personally appeared Gurdial J. Sanghera, to me personally known, and acknowledged that he executed the Mortgage Modification and Loan Assumption Agreement individually, as _____ of GAN Naperville, LLC. for the purposes of binding himself individually and GAN Naperville, LLC.

By: Donna L. Williams
Notary Public in and for the State of Illinois

My commission expires: 11-12-13



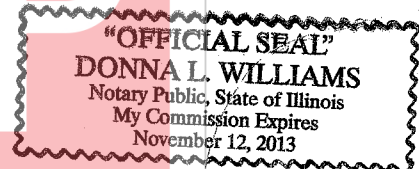
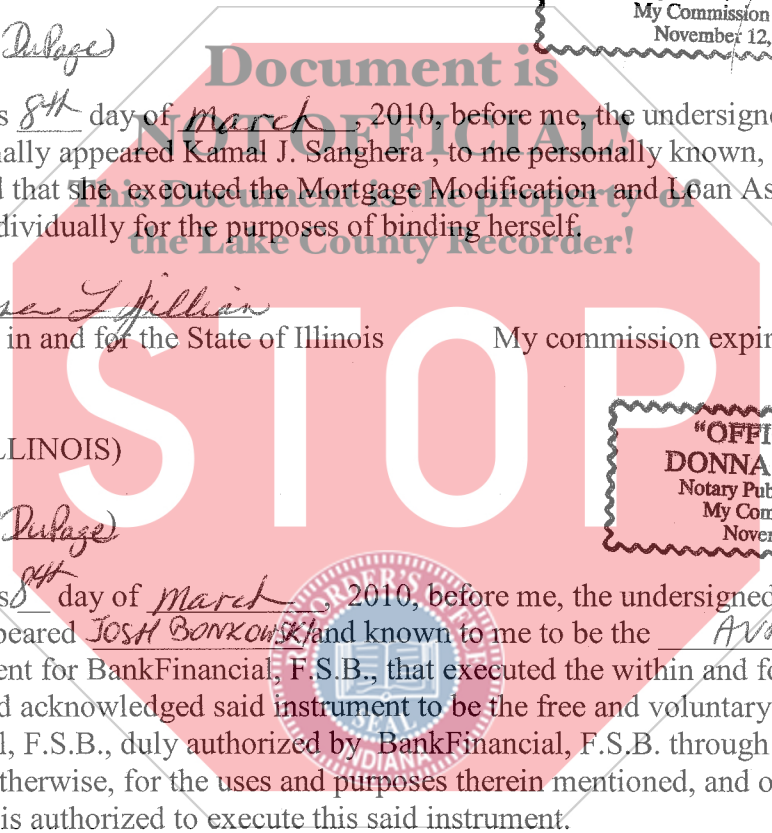
STATE OF IL)

COUNTY OF DuPage

On this 8th day of March, 2010, before me, the undersigned Notary Public, personally appeared Kamal J. Sanghera, to me personally known, and acknowledged that she executed the Mortgage Modification and Loan Assumption Agreement individually for the purposes of binding herself.

By: Donna L. Williams
Notary Public in and for the State of Illinois

My commission expires: 11-12-13



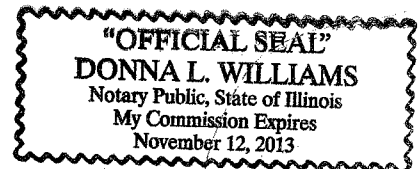
STATE OF ILLINOIS)

COUNTY OF DuPage

On this 8th day of March, 2010, before me, the undersigned Notary Public, personally appeared JOSH BONKOWSKI and known to me to be the AVP, authorized agent for BankFinancial, F.S.B., that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of BankFinancial, F.S.B., duly authorized by BankFinancial, F.S.B. through its Board of Directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.

By: Donna L. Williams
Notary Public in and for the State of Illinois

My commission expires: 11-12-13



LEGAL DESCRIPTION
“EXHIBIT A”

LEGAL DESCRIPTION: LOT 1, IN DOLLAR GENERAL ADDITION, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 98, PAGE 73 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO DESCRIBED AS: PART OF LOT 8, TWIN ACRES PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 87, PAGE 72 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF LOT 7 OF SAID SUBDIVISION; THENCE NORTH 89 DEGREES 35 MINUTES 09 SECONDS WEST 15.41 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 90 SECONDS WEST 352.19 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 36 SECONDS EAST 117.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 24 SECONDS EAST 352.95 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 09 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 7, 102110 FEET TO THE POINT OF BEGINNING, NOW KNOWN AS LOT 1, DOLLAR GENERAL ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 98, PAGE 73, CONTAINING 0.951 ACRES MORE OR LESS IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PROPERTY ADDRESS: 9269 S. TAFT STREET, MERRILLVILLE, INDIANA 46410

TAX NUMBER: (PARENT PARCEL) 08-15-0731-0008 (FUTURE PARCEL) 08-15-0827-0001



EXHIBIT B

GURDIAL S. SANGHERA AND KAMAL J. SANGHERA
(OLD BORROWER)

Loan Number	Note Date	Collateral	Original Principal Amount	Current Balance	Maturity Date
1902003290	June 28, 2004	8520 W. 87 th . St. Hickory Hills	\$345,000*	\$302,931.62	April 1, 2029
1902034677	Oct. 29, 2008	545 Ashland Ave., Aurora	\$233,900*	\$228,851.80	November 1, 2013
1900018102	Feb. 7, 2003	6708 Lake Shore Dr., Westmont	\$329,000*	\$277,920.68	March 1, 2029
1902034685	Oct. 29, 2008	551 Ashland Ave., Aurora	\$234,000*	\$228,947.80	November 1, 2013
1900018110	Feb. 13, 2003	1952 Green Lane, Palatine	\$360,000*	\$303,907.00	March 1, 2028
1900022824	April 11, 2003	6706 Alpine Lane, Westmont	\$332,000*	\$283,673.77	May 1, 2028
1900023286	May 9, 2003	6705 Cedar Lane, Westmont	\$352,000*	\$296,908.11	June 1, 2028
1902021626	Dec. 7, 2006	9269 Taft St., Merrillville, IN	\$616,066*	\$587,028.24	December 7, 2011
1902021896	Dec. 8, 2006	555 Ashland Ave., Aurora	\$288,750*	\$272,508.49	January 1, 2032
GURDIAL S. SANGHERA, KAMAL J. SANGHERA AND GANNAPERVILLE, LLC (OLD BORROWER AND NEW BORROWER)					
Loan Number	Note Date	Collateral	Original Principal Amount	Current Balance	Maturity Date
1902040919	March 8, 2010	11949 Green Lane, Palatine, IL	\$305,000	\$305,000	April 1, 2015

*All Note Rates Are Variable

