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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHELLE R. FAJMAN
RECORDER

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Document prepared
by, and after
recording should be returned to:

Gary Scott Saipe, Esq.
Brown, Udell, Pomerantz & Delrahim, Ltd.
Suite 100
1332 N. Halsted Street
Chicago, Illinois 60642

**THIRD AMENDMENT TO COLLATERAL ASSIGNMENT OF
NOTES, MORTGAGES AND OTHER SECURITY DOCUMENTS**

THIS THIRD AMENDMENT TO COLLATERAL ASSIGNMENT OF NOTES, MORTGAGES AND OTHER SECURITY DOCUMENTS (this "Amendment") is made this 10 day of March, 2010, effective as of February 12, 2010, by and between CONTINUUM CAPITAL FUNDING, LLC, an Illinois limited liability company ("Assignor"), and NORTH SHORE COMMUNITY BANK & TRUST COMPANY, an Illinois banking corporation ("Assignee").

RECITALS

A. Assignor, Assignee, Brian Lignelli ("BL") and Clark Golembo ("CG") heretofore entered into that certain Loan Agreement (the "Original Loan Agreement"), dated February 13, 2009, regarding a revolving loan (the "Loan"), in the principal amount of nine hundred seventy-five thousand and 00/100 dollars (\$975,000.00), made and to be made by Assignee to Assignor.

B. Pursuant to the terms of the Original Loan Agreement, Assignor executed and delivered to Assignee that certain Promissory Note (the "Original Note"), dated February 13, 2009, in the original principal amount of nine hundred seventy-five thousand and 00/100 dollars

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(\$975,000.00), payable to Assignee, evidencing the Loan.

C. The Original Note is secured, *inter alia*, by that certain Collateral Assignment of Notes, Mortgages and Other Security Documents (the "Original Assignment"), dated February 13, 2009, made by Assignor in favor of Assignee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Cook County, Illinois Recorder's Office") on February 19, 2009 as document no. 0905029068, and recorded in the Office of the Recorder of Deeds of Lake County, Indiana (the "Lake County, Indiana Recorder's Office") on February 24, 2009 as document no. 2009 011236, as modified and amended by that certain First Amendment to Collateral Assignment of Notes, Mortgages and Other Security Documents (the "First Amendment to Original Assignment"), dated February 23, 2009, by and between Assignor and Assignee, which First Amendment to Original Assignment was recorded in the Cook County, Illinois Recorder's Office on March 20, 2009 as document no. 0907929036, and as modified and amended by that certain Second Amendment to Collateral Assignment of Notes, Mortgages and Other Security Documents (the "Second Amendment to Original Assignment"), dated July 31, 2009, by and between Assignor and Assignee, which Second Amendment to Original Assignment was recorded in the Cook County, Illinois Recorder's Office on September 15, 2009 as document no. 0925834088 (the Original Assignment, as modified and amended by the First Amendment to Original Assignment, and as modified and amended by that the Second Amendment to Original Assignment, being herein called the "Assignment").

D. Assignor, Assignee, BL and CG have executed that certain First Amendment to Loan Agreement (the "Loan Agreement Amendment"), of even date with this Agreement, modifying and amending the Original Loan Agreement (the Original Loan Agreement, as modified and amended by the Loan Agreement Amendment, being herein sometimes called the "Amended Loan Agreement").

E. Pursuant to the terms of the Amended Loan Agreement, Assignor has executed and delivered to Assignee that certain Amended and Restated Promissory Note (the "Amended Note"), of even date with this Agreement, in the principal amount of one million two hundred fifty thousand and 00/100 dollars (\$1,250,000.00), made by Assignor to the order of Assignee, in restatement, renewal, increase and modification of the Original Note.

F. The Amended Loan Agreement, the Amended Note, the Assignment, this Amendment and the other documents evidencing and securing the Loan are herein together sometimes called the "Loan Documents."

G. Pursuant to the terms of the Amended Loan Agreement and the Amended Note, the Amended Note is secured by all of the other Loan Documents, including, without limitation, the Assignment, as amended by this Amendment.

H. The parties hereto desire to modify and amend the Assignment in accordance with the terms hereinafter set forth.

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

TERMS AND CONDITIONS

1. Recitals. The foregoing recitals are hereby incorporated into and made a part of this Amendment.

2. Amended Note. All references in the Assignment to the Original Note shall be deemed to be references to the Amended Note.

3. Loan Agreement. All references in the Assignment to the Original Loan Agreement shall be deemed to be references to the Amended Loan Agreement.

4. Amendment of Exhibit A.

(a) Exhibit A to the Assignment is hereby modified and amended by adding to the end of said Exhibit A the following as new paragraph H:

“H. The following documents (herein together called the “Williams Documents”) evidencing and securing a loan (the “Williams Loan”), in the original principal amount of \$150,000, made by Assignor to Louis D. Williams (“Williams”):

1. That certain Promissory Note (the “Williams Note”), dated December 23, 2009, in the original principal amount of \$150,000.00, made by Williams, payable to the order of Assignor;

2. That certain Mortgage, Security Agreement, Assignment of Leases and Rents and UCC Fixture Filing, dated as of December 23, 2009, made by Williams in favor of Assignor in order to secure the Williams Note, encumbering the property (the “Williams Property”) legally described in Exhibit H-1 attached hereto and made a part hereof, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document no. 0936229004;

3. That certain Environmental Indemnity Agreement, dated as of December 23, 2009, made by Williams in favor of Assignor in order to secure the Williams Note; and

4. Title insurance policy no. 27307-80086060, dated December 28, 2009, issued by Fidelity National Title Insurance Company in favor of Assignor with respect to the Williams Property.”

(b) Exhibit A to the Assignment is hereby modified and amended by deleting paragraph A from said Exhibit A to the Assignment.

(c) Exhibit A-1 to the Assignment is hereby modified and amended by deleting said Exhibit A-1 in its entirety.

5. Exhibit H-1 attached hereto is hereby incorporated into, and is made a part of, the Assignment.

6. Confirmation of Obligations.

(a) All references in the Loan Documents to the Assignment shall be deemed to be a reference to the Assignment, as modified and amended by this Amendment.

(b) Assignor hereby confirms and reaffirms (i) all of its obligations under the Loan Documents, including, without limitation, the Amended Loan Agreement, the Amended Note, and the Assignment, as modified and amended by this Agreement; (ii) that all of the Loan Documents, including the Amended Loan Agreement and the Assignment, as modified and amended by this Agreement, other than the Amended Note, secure the Amended Note; and (iii) that all of the Loan Documents, including, without limitation, the Amended Loan Agreement, the Amended Note, and the Assignment, as modified and amended by this Agreement, are and shall remain in full force and effect.

5. Certifications, Representations and Warranties. In order to induce Assignee to enter into this Agreement, Assignor hereby certifies, represents and warrants to Assignee that all certifications, representations and warranties contained in the Loan Documents and in all certificates heretofore delivered to Assignee are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement, and apply to the Williams Loan, the Williams Documents, Williams and the Williams Property.

6. Additional Certifications, Representations and Warranties. In addition to the certifications, representations and warranties set forth in the Loan Documents, Assignor hereby certifies, represents and warrants to Assignee as follows:

(a) No action has been brought or threatened which would in any way prohibit or impair the execution and delivery of this Amendment or the performance of each and every covenant of Assignor hereunder.

(b) This Amendment is made voluntarily without any duress or undue influence of any kind.

(c) Assignor has full right, power and authority to enter into and execute and deliver this Amendment and to otherwise perform and consummate the transactions contemplated by this Amendment.

(d) This Amendment has been duly executed and delivered by Assignor, and constitutes the valid and legally binding obligation of Assignor, enforceable in accordance with its terms. The execution and delivery of this Amendment and compliance with the provisions hereof do not and will not conflict with or constitute a breach or violation of or default under any agreement or other instrument to which Assignor is a party, or by which Assignor is bound, or to which any of Assignor's properties are subject, or any existing law, administrative regulation, court order or consent decree to which Assignor is subject.

(e) There is no litigation or administrative proceeding pending or threatened

to restrain or enjoin the transactions contemplated by the Loan Documents, including, without limitation, the Amended Loan Agreement, the Amended Note and the Assignment, as modified and amended by this Amendment, or questioning the validity thereof, or in any way contesting the power of Assignor, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Amendment.

(f) Assignor is in full compliance with all of the terms and conditions of the Loan Documents, including without limitation, the Amended Loan Agreement, the Amended Note and the Assignment, as modified and amended by this Amendment, and no event of default has occurred and is continuing with respect thereto, and no event has occurred and is continuing that, with the lapse of time or the giving of notice or both would constitute such an event of default; and Assignor does hereby release and waive any and all (i) defenses to payment of obligations under the Loan Documents, including, without limitation, the Amended Loan Agreement, the Amended Note and the Assignment, as modified and amended by this Amendment; and (ii) claims or causes of action which Assignor has or may have against Assignee or its agents.

(g) Assignor does not now have or hold any defense to the performance of any of its obligations under the Loan Documents, including, without limitation, the Amended Loan Agreement, the Amended Note and the Assignment, as modified and amended by this Amendment, and does not have any claim against Assignee which might be set off or credited against any payments due under the Loan Documents, including, without limitation, the Amended Loan Agreement, the Amended Note and the Assignment, as modified and amended by this Agreement.

7. Not a Novation. Assignor and Assignee expressly state, declare and acknowledge that this Amendment is intended only to modify Assignor's and Assignee's continuing obligations under the Loan Documents, including the Assignment, as modified and amended by this Amendment, in the manner set forth herein, and is not intended as a novation.

8. Successors. This Amendment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns.

9. Construction.

(a) The words "hereof", "herein", and "hereunder", and other words of similar import refer to this Amendment as a whole and not to the individual sections in which such terms are used.

(b) The headings of this Amendment are for convenience only and shall not define or limit the provisions hereof.

(c) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

10. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute but one original. This Amendment shall not be effective unless and until executed and delivered by

Assignor and Assignee in one or more counterparts. Facsimile signatures hereon shall be treated the same as and provided the same legal significance as original signatures hereon.

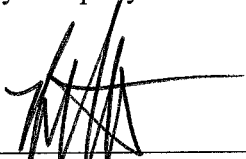
11. Severability. If any provision in this Amendment is found by a court of competent jurisdiction to be in violation of any applicable law, and if such court should declare such provision of this Amendment to be unlawful, void, illegal or unenforceable in any respect, the remainder of this Amendment shall be construed as if such unlawful, void, illegal or unenforceable provision were not contained therein, and the rights, obligations and interests of the parties hereto under the remainder of this Amendment shall continue in full force and effect undisturbed and unmodified in any way.

12. Counsel. Assignor acknowledges that it has had adequate opportunity to carefully read this Amendment and to consult with an attorney of Assignor's choice prior to signing it.

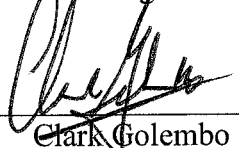
13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Amendment as of the date first above written.

Continuum Capital Funding, LLC, an Illinois limited liability company

By: 

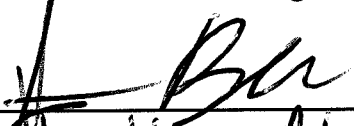
Brian Lignelli

By: 

Clark Golembo

Being all of the Managers

NORTH SHORE COMMUNITY BANK & TRUST COMPANY, an Illinois banking corporation

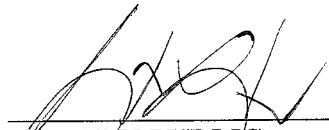
By: 

Name: Jonathan Blume
Title: Vice President

STATE OF ILLINOIS)
 LAKE) SS
COUNTY OF COOK)

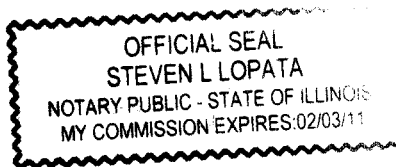
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Clark Golembo, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as one of the managers of Continuum Capital Funding LLC, an Illinois limited liability company ("CCF"), appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of CCF, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of March, 2010.



NOTARY PUBLIC

My Commission Expires:
2/3/2011



STATE OF ILLINOIS)
) SS
COUNTY OF ~~COOK~~ ^{LAKE})

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian Lignelli, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as one of the managers of Continuum Capital Funding LLC, an Illinois limited liability company ("CCF"), appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of CCF, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of March, 2010.



NOTARY PUBLIC

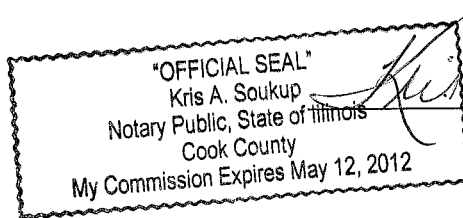
My Commission Expires:
2/3/2011



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kris A. Soukup, a Notary Public in and for the County and State aforesaid, do hereby certify that Jonathan Blume, the Vice President of North Shore Community Bank & Trust Company, an Illinois banking corporation ("Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of the Bank, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of March, 2010.



Kris A. Soukup
Notary Public

My Commission Expires:

EXHIBIT D-2

LEGAL DESCRIPTION OF INDIANA PROPERTY

LOT 16 IN BLOCK 12 IN SECOND ADDITION TO INDIANA HARBOR, IN THE CITY OF EAST CHICAGO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 18, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

Commonly known as: 3831 Alder Street, East Chicago, Indiana

PIN: 45-03-22-407-016.000-024