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2011 024785

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 MAY -3 AM 11:17

MICHAEL P. ALMAN
RECORDER

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Prepared by and mail to:
 Karen A. White
 → SMITHAMUNDSEN LLC
 150 N. Michigan Avenue, Suite 3300
 Chicago, Illinois 60601

AMOUNT \$ 61⁰⁰
 CASH _____ CHARGE _____
 CHECK # 74281
 OVERAGE _____
 COPY _____
 NON-COM _____
 CLERK B3

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Ref 24

MODIFICATION OF LOAN DOCUMENTS

This Modification of Loan Documents (“Agreement”) is effective as of the 19th day of July, 2010 (“Effective Date”) by and among James Stiles who currently resides at 149 N. Union, Crown Point, Indiana 46307 (“Borrower” and “Grantor”), Stiles Properties Partnership with a principal place of business located at 149 N. Union, Crown Point, Indiana, 46307 (“Guarantor”), Lake County Trust Company, as Trustee under the provisions of a Trust Agreement dated 1/1/06 and known as Trust No. 5604 (“Trust 5604 Grantor”), Lake County Trust Company, as Trustee under the provisions of a Trust Agreement dated 1/1/06 and known as Trust No. 5605 (“Trust 5605 Grantor”) and U.S. Bank National Association, as successor in interest to the Federal Deposit Insurance Corporation, Receiver for Park National Bank, with a place of business at 11 West Madison, Oak Park, Illinois 60302 (“Lender”).

RECITALS

A. On May 5, 2008 Lender extended a (“Loan”) to Borrower in the principal amount of THREE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$320,000.00) as evidenced by a Promissory Note and Business Loan Agreement each dated May 5, 2008 and properly executed by Borrower in favor of Lender.

B. On May 5, 2009, and from time to time thereafter, the Loan was renewed with the last renewal dated November 19, 2009 providing for a principal balance of TWO HUNDRED SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY FOUR DOLLARS AND THIRTY EIGHT CENTS (\$278,354.38) and a maturity date of July 19, 2010.

C. The Loan is and continues to be secured by collateral (“Collateral”) and subject to the terms and conditions of certain loan related documents (“Loan Documents”) consisting of, but not limited to, (i) Mortgage and Assignment of Rents each dated May 5, 2008, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 4240 Carolina, Gary, Indiana 46409 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on May 20, 2008 as document numbers 2008 036925 and 2008 036926, respectively; (ii) Mortgage and Assignment of Rents each dated May 5, 2008, executed by Trust 5604 Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 4562 Delaware, Gary, Indiana 46409 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on May 20, 2008 as document numbers 2008 036929 and 2008 036930, respectively; (iii) Mortgage and Assignment of Rents each dated May 5, 2008, executed by Trust 5605 Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 3801 Tennessee, Gary, Indiana 46409 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on May 20, 2008 as document numbers 2008 036931 and 2008 036932, respectively; (iv) Mortgage and Assignment of Rents each dated May 5, 2008, executed by Trust 5605 Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 2561 Harrison, Gary, Indiana 46407 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on May 20, 2008 as document numbers 2008 036927 and 2008 036928, respectively; (v) Mortgage and

Assignment of Rents each dated September 5, 2009, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 4041 Pennsylvania St., Gary, Indiana 46409 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on November 18, 2009 as document numbers 2009 076610 and 2009 076611, respectively; (vi) Mortgage and Assignment of Rents each dated September 5, 2009, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 230 E 43rd Avenue, Gary, Indiana 46409 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on November 18, 2009 as document numbers 2009 076608 and 2009 076609, respectively; (vii) Mortgage and Assignment of Rents each dated September 5, 2009, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 724 W. 45th Avenue, Gary, Indiana 46408 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on November 18, 2009 as document numbers 2009 076614 and 2009 076615, respectively; (viii) Mortgage and Assignment of Rents each dated September 5, 2009, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 5001 Carolina, Gary, Indiana 46409 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on November 18, 2009 as document numbers 2009 076606 and 2009 076607, respectively; (ix) Mortgage and Assignment of Rents each dated September 5, 2009, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 4141 Massachusetts St., Gary, Indiana 46409 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on November 18, 2009 as document numbers 2009 076612 and 2009 076613, respectively; (x) Mortgage and Assignment of Rents each dated November 19, 2009, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 891 Fayette Street, Gary, Indiana 46403 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on May 7, 2010 as document numbers 2010 026423 and 2010 026424, respectively; (xi) Mortgage and Assignment of Rents each dated November 19, 2009, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 557 Lincoln Street, Gary, Indiana 46402 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on May 7, 2010 as document numbers 2010 026421 and 2010 026422, respectively; (xii) Mortgage and Assignment of Rents each dated November 19, 2009, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 564 Kentucky Street, Gary, Indiana 46402 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on May 7, 2010 as document numbers 2010 026419 and 2010 026420, respectively; (xiii) Security Agreement and Security Assignment Under Land Trust granting to Lender, among other rights, a collateral assignment of beneficial interest in Land Trust Numbers 5604 and 5605; (xiv) Commercial Guaranty dated May 5, 2008 and executed by Guarantor; and (xv) various other loan related documents, instruments, items presented, delivered or executed relating to the Loan including, without limitation, reaffirmations, renewals, substitutions and modifications of the Loan Documents.

(kw) D. The Loan matured on July 19, 2010 ("Maturity Date") without being repaid.

E. On May 5, 2009, and from time to time thereafter, the Loan was renewed with the last renewal dated November 19, 2009 providing for a principal balance of TWO HUNDRED SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY FOUR DOLLARS AND THIRTY EIGHT CENTS (\$278,354.38) and a maturity date of July 19, 2010.

requested that Lender give them an opportunity to cure the default by asking Lender to forbear from collection efforts and modify the Loan Documents including, but not limited to, extending the maturity date of the Loan.

F. Lender is willing to forbear on its collection efforts provided that certain conditions are met as further described below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and conditions herein contained, and other good and valuable consideration, the mutual sufficiency and receipt of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct in substance and in fact and are incorporated in this Agreement by reference as an integral part hereof.

2. Loan Modification Fee. In partial consideration of Lender entering into this Agreement, Borrower shall pay to Lender, on or before the execution of this Agreement the amount of \$660.00.

3. Principal Loan Balance and Interest Rate. On the Effective Date, the principal loan balance shall be **TWO HUNDRED SIXTY FOUR THOUSAND ONE HUNDRED SEVENTY FOUR DOLLARS AND FIFTY FIVE CENTS (\$264,174.55)** which amount, and all other amounts provided for in the Loan Documents and this Agreement, shall accrue interest at a non-default, fixed rate of six percent (6%) based upon a 360 day calendar year amortized over fifteen years with thirteen point eight years remaining. Upon default, the principal loan balance and all other amounts provided for in the Loan Documents and this Agreement shall accrue interest at the default rate as provided in the Loan Documents.

3. Extension of Term. Provided that all terms of this Agreement and Loan Documents are satisfied, the Maturity Date for the Loan is hereby modified and extended to July 19, 2012 (the "Final Maturity Date"). On July 19, 2012 the entire unpaid principal balance, all accrued interest and all other amounts due under the Loan Documents and this Agreement, unless sooner paid or accelerated due to default, shall be due and payable in full without further demand or notice.

4. Payment and Prepayment. Borrower shall pay to Lender all principal and interest that has accrued through August 19, 2010 which amount shall be provided by Lender to Borrower prior to July 12, 2010. Beginning on September 19, 2010 and on the 19th day of each month thereafter Borrower shall make monthly principal and interest payments until the Final

Maturity Date, at which time all outstanding principal, accrued interest, charges, costs, expenses, attorneys' fees and all other amounts due under the Loan Documents and this Agreement shall be immediately due and payable without further demand or notice. From and after the Effective Date Borrower and/or Guarantor may prepay the Loan in whole or in part at any time without any premium or penalty.

5. Collateral. Borrower/Grantor, Trust 5604 Grantor, Trust 5605 Grantor and Guarantor acknowledge that the Loan and this Agreement is and continues to be secured by: (i) Mortgage and Assignment of Rents each dated May 5, 2008, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 4240 Carolina, Gary, Indiana 46409 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on May 20, 2008 as document numbers 2008 036925 and 2008 036926, respectively; (ii) Mortgage and Assignment of Rents each dated May 5, 2008, executed by Trust 5604 Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 4562 Delaware, Gary, Indiana 46409 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on May 20, 2008 as document numbers 2008 036929 and 2008 036930, respectively; (iii) Mortgage and Assignment of Rents each dated May 5, 2008, executed by Trust 5605 Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 3801 Tennessee, Gary, Indiana 46409 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on May 20, 2008 as document numbers 2008 036931 and 2008 036932, respectively; (iv) Mortgage and Assignment of Rents each dated May 5, 2008, executed by Trust 5605 Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 2561 Harrison, Gary, Indiana 46407 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on May 20, 2008 as document numbers 2008 036927 and 2008 036928, respectively; (v) Mortgage and Assignment of Rents each dated September 5, 2009, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 4041 Pennsylvania St., Gary, Indiana 46409 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on November 18, 2009 as document numbers 2009 076610 and 2009 076611, respectively; (vi) Mortgage and Assignment of Rents each dated September 5, 2009, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 230 E 43rd Avenue, Gary, Indiana 46409 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on November 18, 2009 as document numbers 2009 076608 and 2009 076609, respectively; (vii) Mortgage and Assignment of Rents each dated September 5, 2009, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 724 W. 45th Avenue, Gary, Indiana 46408 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on November 18, 2009 as document numbers 2009 076614 and 2009 076615, respectively; (viii) Mortgage and Assignment of Rents each dated September 5, 2009, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 5001 Carolina, Gary, Indiana 46409 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on November 18, 2009 as document numbers 2009 076606 and 2009 076607, respectively; (ix) Mortgage and Assignment of Rents

each dated September 5, 2009, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 4141 Massachusetts St., Gary, Indiana 46409 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on November 18, 2009 as document numbers 2009 076612 and 2009 076613, respectively; (x) Mortgage and Assignment of Rents each dated November 19, 2009, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 891 Fayette Street, Gary, Indiana 46403 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on May 7, 2010 as document numbers 2010 026423 and 2010 026424, respectively; (xi) Mortgage and Assignment of Rents each dated November 19, 2009, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 557 Lincoln Street, Gary, Indiana 46402 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on May 7, 2010 as document numbers 2010 026421 and 2010 026422, respectively; (xii) Mortgage and Assignment of Rents each dated November 19, 2009, executed by Grantor, creating a first lien interest on real property (and rents generated there from) commonly known as 564 Kentucky Street, Gary, Indiana 46402 and legally described in Exhibit A attached hereto, recorded with the State of Indiana, Lake County Recorder of Deeds on May 7, 2010 as document numbers 2010 026419 and 2010 026418, respectively; (xiii) Security Agreement and Security Assignment Under Land Trust granting to Lender, among other rights, a collateral assignment of beneficial interest in Land Trust Numbers 5604 and 5605; (xiv) Commercial Guaranty dated May 5, 2008 and executed by Guarantor; and (xv) various other loan related documents, instruments, items presented, delivered or executed relating to the Loan including, without limitation, reaffirmations, renewals, substitutions and modifications of the Loan Documents.

6. Reaffirmation of Borrower/Grantor, Trust 5604 Grantor, Trust 5605 Grantor and Guarantor. Borrower, each Grantor and Guarantor ratify and reaffirm their individual guaranty and grant of security interests and agree that their individual guaranty and grant of security interests are enforceable and in full force and effect following the execution and delivery of this Agreement and continue to be valid and binding obligations enforceable in accordance with its terms and Borrower, each Grantor and Guarantor make no claim or defense to the enforcement of the rights and remedies of Lender. The Borrower, each Grantor and Guarantor further reaffirm the representations and warranties given in each document executed by them and state that the representations and warranties are, as of the Effective Date, true and correct.

7. Expenses. As a condition precedent to this Agreement, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement including, without limitation, any search costs and attorneys' fees related to this Agreement ("Expenses"). The payment of these Expenses shall be made contemporaneous with the execution of this Agreement. The Expenses are in addition to the Loan Modification Fee and all principal, interest, fees, costs and expenses that will be due to Lender pursuant to the Loan Documents and will not be utilized in any way to reduce the amounts due pursuant to the Loan Documents.

8. Effective Date of Agreement. This Agreement shall take effect only upon the full execution of this Agreement and payment of all Expenses and all other amounts required to be paid pursuant to this Agreement and at such time the effective date shall be July 19, 2010.

9. Default. If any term of this Agreement or Loan Documents is not satisfied this Agreement shall, without further notice or demand, become immediately null and void with Lender having the right to move forward, without further notice or demand, with enforcing its rights pursuant to the Loan Documents and pursue all collateral pledged. Any delay by Lender from moving forward with its rights and remedies set forth herein or as set forth in any Loan Document or at law or in equity shall not be construed as a waiver by Lender to do so at a later date.

10. Loan Documents Remain in Full Force and Effect. All Loan Documents remain in full force and effect as originally executed and are not released, amended or modified by this Agreement unless specifically set forth herein.

11. Warrant of Authority. Each of the parties warrant that they have the sole right and exclusive authority to execute this Agreement and that they have not sold, assigned, transferred or otherwise disposed of any collateral, claim, demand, cause of action, obligation, damage or liability covered in this Agreement.

12. Consultation with Attorneys. Each of the parties represents and warrants to the other that they have consulted with their attorneys or used their own professional judgment regarding the merits of their claim and defenses and the advisability of entering into this Agreement; that they have fully disclosed all relevant facts to their attorneys; that they have been advised of and/or assessed their legal rights; that they have taken such advice and counsel into account into this Agreement; and that they intend to be bound by each provision of this Agreement.

13. Severability Clause. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Protection of Lien Interest. Nothing in this Agreement shall be construed as prohibiting Lender from protecting its lien interest in any of the collateral given to secure the repayment of the amounts due.

15. Successor and Heirs. This Agreement shall inure to the benefit of and be binding upon each party and, as applicable, their successors, assigns, heirs, legatees, representatives, partners, directors, officers and employees.

16. Execution of Documents; Further Assurances. Borrower/Grantor and Guarantor shall execute and deliver to Lender any additional document requested by Lender to effectuate the intent of this Agreement or further evidence Lender's security interest in any and all collateral given to secure the repayment of the Loan.

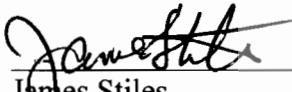
17. Jointly Drafted. This Agreement shall be considered to have been drafted jointly by the parties hereto and their respective legal representatives, and in any dispute in connection herewith, shall not be construed against any of the parties as the drafter or preparer hereof.

18. Entire Agreement. This Agreement reflects the entire understanding between the parties hereto as to the matters set forth herein, and no statements, promises or inducements by any party or agent of any party to this Agreement shall be valid or binding unless they are contained in this Agreement. This instrument may not be modified in any manner except by an instrument in writing signed by all parties hereto.

19. Miscellaneous. The parties hereto have read this Agreement and understand all its terms and execute it voluntarily and with full knowledge of its significance; the parties agree that this Agreement may be signed in counterpart and that a facsimile or e-mail signature can be deemed an original; this Agreement shall be governed by Illinois law.

IN WITNESS WHEREOF, the parties hereto have presented and delivered this Modification of Loan Documents agreement effective as of the day and year first above written.

BORROWER/GRANTOR:


James Stiles

GUARANTOR:

Stiles Properties Partnership

By: 
James Stiles, General Partner

TRUST 5604 GRANTOR:
Lake County Trust Company, as Trustee
under Trust Agreement dated 1/1/06 and
known as Trust No. 5604

By: 
Paula Stiles, General Partner

By: SEE SIGNATURE PAGE ATTACHED
Its: _____

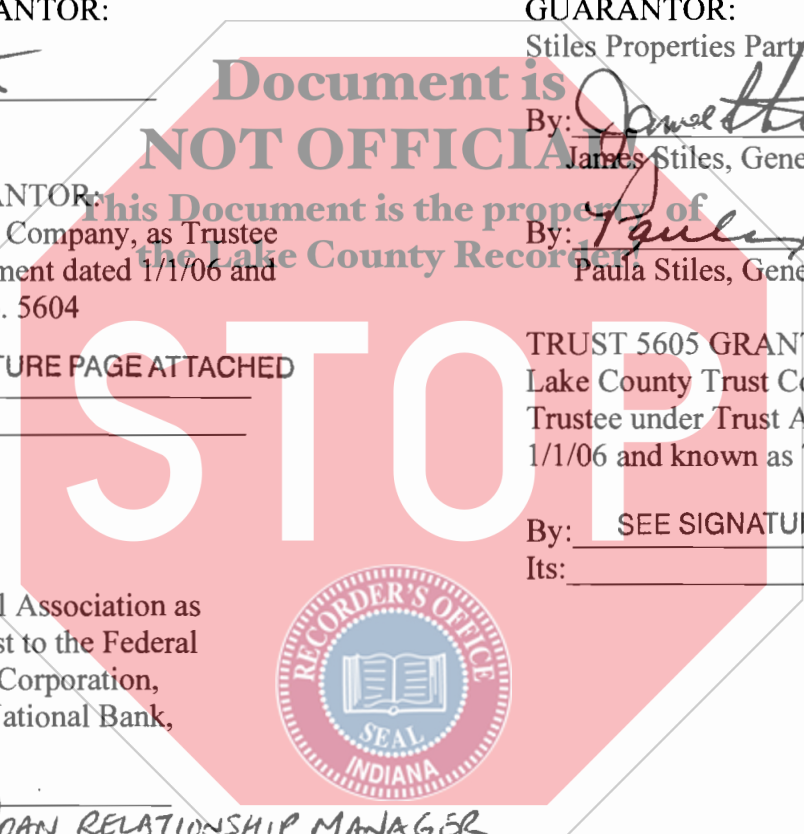
TRUST 5605 GRANTOR:
Lake County Trust Company, as
Trustee under Trust Agreement dated
1/1/06 and known as Trust No. 5605

By: SEE SIGNATURE PAGE ATTACHED
Its: _____

LENDER:

U.S. Bank National Association as
successor in interest to the Federal
Deposit Insurance Corporation,
Receiver of Park National Bank,

By: 
Its: SPECIAL LOAN RELATIONSHIP MANAGER



NOTARY PAGE FOLLOWS

This Loan Modification is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Mortgage securing the payment hereof, by enforcement of the provisions contained in said Mortgage. No personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in said property specifically described in said Mortgage given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any installment of interest, the sole remedy of the holders shall be by foreclosure of the said mortgage given to secure the indebtedness evidenced by this principal note in accordance with the terms and provisions in said Mortgage set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 22nd day of September 2010.

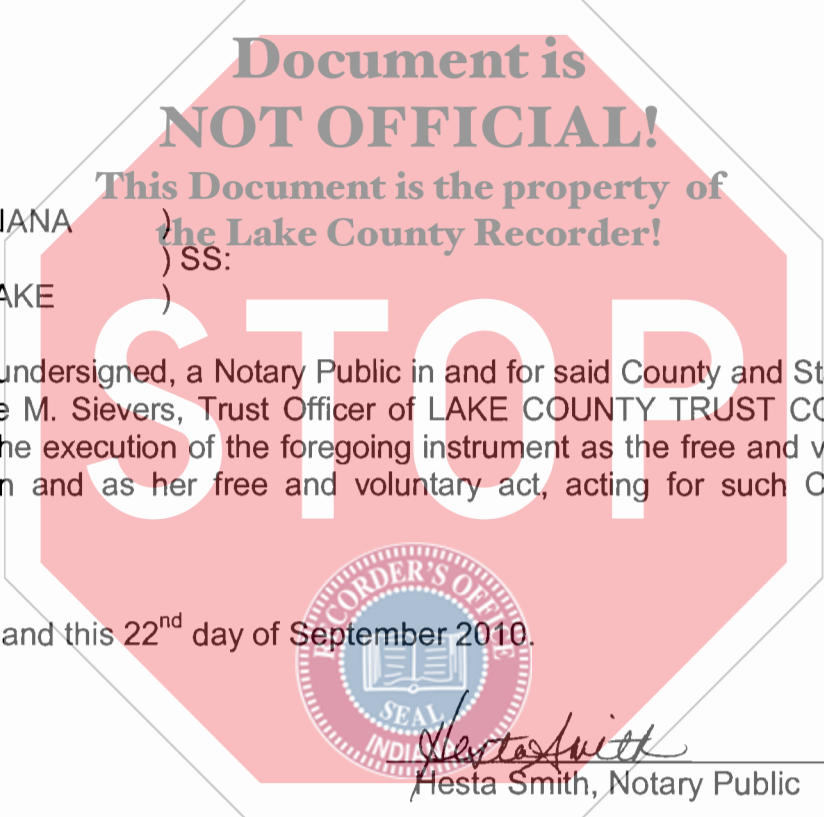


LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated January 1, 2006 and known as Trust No. 5604.

By: Elaine M. Sievers
Elaine M. Sievers, Trust Officer

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated January 1, 2006 and known as Trust No. 5605.

By: Elaine M. Sievers
Elaine M. Sievers, Trust Officer



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elaine M. Sievers, Trust Officer of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.

WITNESS my hand this 22nd day of September 2010.

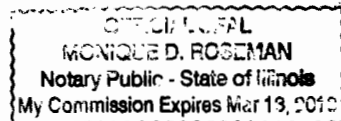
Hesta Smith
Hesta Smith, Notary Public

My Commission Expires: 10-11-15 Resident of Lake County, Indiana.

STATE OF Ill) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that James Stiles, individually and as General Partner of Stiles Properties Partnership, 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 the 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 22 day of September, 2010.

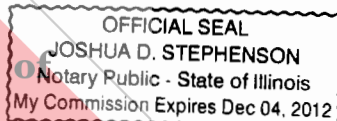
[Signature]
Notary Public



STATE OF ILLINOIS) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Paula Stiles, as General Partner of Stiles Properties Partnership, 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 the 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 25 day of September, 2010.

[Signature]
Notary Public



STATE OF _____) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that the within named Officer of Lake County Trust Company is 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/she signed and delivered the said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal, this _____ day of _____, 2010.

Notary Public

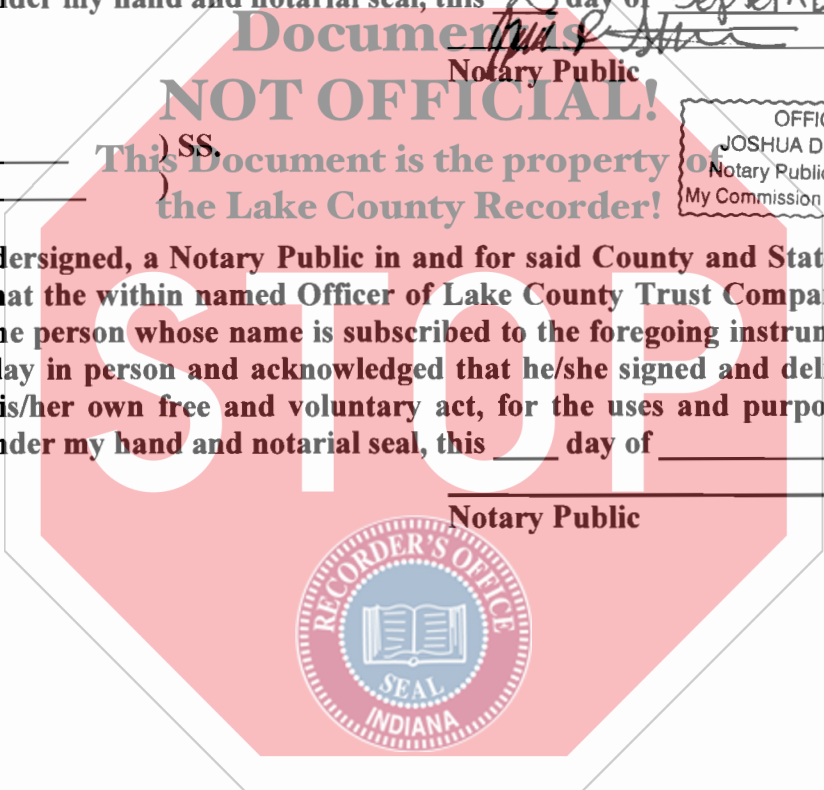


EXHIBIT A
LEGAL DESCRIPTIONS OF PROPERTIES

LOTS 11 AND 12 IN BLOCK 7, IN SOUTH BROADWAY LAND COMPANY'S WOODLAND PARK ADDITION TO GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 10 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as 4240 Carolina, Gary, IN 46409

TAX ID NO.: 47-330-11

LOTS 16 AND 17, IN BLOCK 1, IN BROADWAY REALTY AND INVESTMENT COMPANY'S ADDITION TO GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 9 PAGE 31, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as: 4562 Delaware, Gary, IN 46409

TAX ID NO.: 41-209-16

LOTS 14 AND 15, IN BLOCK 1, DOUGLAS PARK ADDITION TO GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 8 PAGE 2, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as 2561 Harrison, Gary, IN 46407

TAX ID NO.: 42-203-14

LOTS 1 AND 2, IN BLOCK 20, IN GREAT GARY REALTY COMPANY'S FIRST ADDITION TO GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 11 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as 3801 Tennessee, Gary, IN 46409

TAX ID NO.: 43-364-1

LOTS 11 AND 12 IN BLOCK 21 IN EARLE'S THIRD GLEN PARK ADDITION TO GARY, AS PER PLAT THEREOF, RECORDED AUGUST 28, 1911 IN PLAT BOOK 9, PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as: 4041 Pennsylvania Street, Gary, IN 46409

TAX ID NO.: 45-08-270159-009.000-004

LOTS 20 AND 21 IN BLOCK 3, IN PLEITNER'S 1ST ADDITION TO GARY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 29A, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as: 230 East 43rd Avenue, Gary, IN 46409

TAX ID NO.: 45-08-27-307-029.000-004

THE EAST 40 FEET OF LOT 1, BLOCK 9 IN HIGHLAND PARK 3RD ADDITION, IN LAKE COUNTY, ILLINOIS.

Commonly known as: 724 West 45th Avenue, Gary, IN 46408

TAX ID NO.: 45-08-28-454-016.000-004

LOT 16 EXCEPT THE SOUTH 23 FEET THEREOF, BROADWAY GARDENS, BLOCK 8, IN LAKE COUNTY, INDIANA.

Commonly known as: 5001 Carolina, Gary, IN 46409

TAX ID NO.: 45-08-34-333-001.000-004.

THE SOUTH 10 FEET OF LOT 13 AND ALL OF LOT 14 IN BLOCK 1 IN LINDEN HEIGHTS ADDITION, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED APRIL 15, 1920 IN PLAT BOOK 14, PAGE 11, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as: 4141 Massachusetts Street, Gary, IN 46409

TAX ID NO.: 45-08-27-302-012.000-004

LOTS NUMBERED 25 AND 26 IN BLOCK 7, RESUBDIVISION OF BLOCKS 3, 7 AND 8 AS SHOWN ON THE RECORDED PLAT OF INDIAN HILLS ADDITION RECORDED IN PLAT BOOK 21, PAGE 16 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

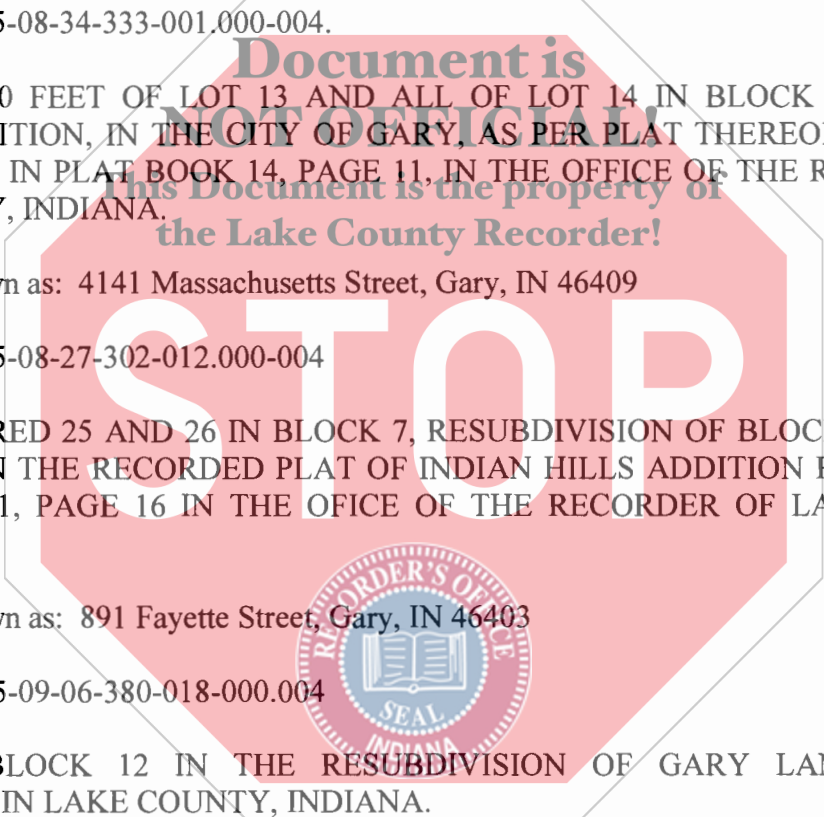
Commonly known as: 891 Fayette Street, Gary, IN 46403

TAX ID NO.: 45-09-06-380-018-000.004

LOT 28 IN BLOCK 12 IN THE RESUBDIVISION OF GARY LAND CO'S 3RD SUBDIVISION, IN LAKE COUNTY, INDIANA.

Commonly known as: 557 Lincoln Street, Gary, IN 46402

TAX ID NO.: 45-08-04-303-013-000.004



THE NORTH 5 FEET OF LOT 18, ALL OF LOT 19 AND THE SOUTH 5 FEET OF LOT 20
IN BLOCK 94, GARY LAND COMPANY'S 1ST SUDDIVISION, IN LAKE COUNTY,
ILLINOIS.

Commonly known as: 564 Kentucky Street, Gary, IN 46402

TAX ID NO.: 45-08-03-403-022-000.004

