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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:

Christyl Marsh
Cohen, Salk & Huvad, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

2011 044459

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL J. JONIAN
RECORDER

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FIFTH MODIFICATION AGREEMENT

(6303 Broadway, Merrillville, Lake County, Indiana) CHICAGO TITLE INSURANCE COMPANY

THIS FIFTH MODIFICATION AGREEMENT (hereinafter referred to as this "Modification Agreement") made as of this 31st day of October, 2010, by and among **Broadway Place, LLC**, an Illinois limited liability company, with an address at 6857 N. Lowell Avenue, Lincolnwood, IL 60712 ("Borrower"), **Belmont Development Corp., Inc.**, an Illinois corporation, with an address at 6857 N. Lowell Avenue, Lincolnwood, IL 60712 ("Belmont"), **1901 West Granville, LLC**, an Illinois limited liability company, with an address at 6857 N. Lowell Avenue, Lincolnwood, IL 60712 ("Granville"), **1623-27 Western L.L.C.**, an Illinois limited liability company, with an address at 6857 N. Lowell Avenue, Lincolnwood, IL 60712 ("Western"), **Daniel Tina**, with an address at 6857 N. Lowell Avenue, Lincolnwood, Illinois 60712 ("Guarantor") (Borrower, Belmont, Granville, Western and Guarantor are hereinafter collectively referred to as the "Obligors"), and **Northbrook Bank and Trust Company, as successor in interest to the FDIC, as receiver for Ravenswood Bank**, with an address at 1100 Waukegan Road, Northbrook, Illinois 60062 ("Lender").

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Ravenswood Bank, as the predecessor in interest to Northbrook Bank and Trust Company, the following mortgage notes (as modified, restated or replaced from time to time, herein collectively referred to as the "Notes"): (i) mortgage note dated as of December 21, 2007 in the original principal amount of Two Million Seven Hundred Forty Thousand and 00/100 Dollars (\$2,740,000.00) (as modified, restated or replaced from time to time, the "First Note"), evidencing a mortgage loan made by Lender to Borrower ("Loan A"); and (ii) mortgage note dated as of December 21, 2007 in the original principal amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) (as modified, restated or replaced from time to time, the "Second Note"), evidencing a mortgage loan made by Lender to Borrower ("Loan B") (Loan A and Loan B are hereinafter collectively referred to as the "Broadway Loans"), which Notes are secured by the following documents (the following documents and any and all other instruments

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executed by any Obligor, as modified from time to time, are hereinafter collectively referred to as the "Loan Documents"):

- (i) mortgage and security agreement dated as of December 21, 2007, made by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Lake County, Indiana (the "Lake Recorder's Office"), as Document No. 2008 003386 (the "Merrillville Mortgage"), on property commonly known as 6063 Broadway, Merrillville, Indiana and legally described on **Exhibit "A"** attached hereto and made a part hereof (the "Merrillville Premises");
- (ii) assignment of rents and of lessor's interest in leases dated as of December 21, 2007 made by Borrower in favor of Lender encumbering the Merrillville Premises, recorded in the Lake Recorder's Office as Document No. 2008 003387;
- (iii) mortgage and security agreement dated as of December 21, 2007, made by Belmont in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Cook Recorder's Office") (the "Belmont Mortgage"), on property commonly known as 2117 W. Belmont, Unit 1, Chicago, Illinois (the "Belmont Premises");
- (iv) assignment of rents and of lessor's interest in leases dated as of December 21, 2007 made by Belmont in favor of Lender encumbering the Belmont Premises, recorded in the Cook Recorder's Office;
- (v) junior mortgage and security agreement dated as of December 21, 2007, made by Granville in favor of Lender, recorded in the Cook Recorder's Office (the "Granville Mortgage") on property commonly known as 1901 Granville, Chicago, Illinois (the "Granville Premises");
- (vi) junior assignment of rents and of lessor's interest in leases dated as of December 21, 2007 made by Granville in favor of Lender encumbering the Granville Premises, recorded in the Cook Recorder's Office;
- (vii) mortgage and security agreement dated as of December 21, 2007, made by Western in favor of Lender, recorded in the Cook Recorder's Office (the "Western Mortgage") (the Merrillville Mortgage, Belmont Mortgage, Granville Mortgage and Western Mortgage are hereinafter sometimes individually referred to as a "Mortgage" and are collectively referred to as the "Mortgages") on property commonly known as 1625 N. Western, Units 1623, P-1 and P-2, Chicago, Illinois (the "Western Premises") (the Merrillville Premises, Belmont Premises, Granville Premises and Western Premises are hereinafter sometimes individually and collectively referred to as the "Premises");
- (viii) assignment of rents and of lessor's interest in leases dated as of December 21, 2007 made by Western in favor of Lender encumbering the Western Premises, recorded in the Cook Recorder's Office;

- (ix) guaranty dated as of December 21, 2007 made by Guarantor in favor of Lender (the "Guaranty"); and
- (x) environmental indemnity agreement dated as of December 21, 2007 made by Borrower and Guarantor in favor of Lender.

WHEREAS, Lender has also extended to Guarantor a line of credit loan in the principal amount of \$720,500.00, evidenced by that certain credit line and disclosure agreement dated as of August 7, 2007, made by Guarantor in favor of Ravenswood Bank, evidencing a line of credit mortgage loan made by Lender to Guarantor ("Guarantor Loan"), and secured by the following documents: (i) that certain mortgage dated as of August 7, 2007, made by Guarantor and Mihaela Tina, encumbering the property commonly known as 6857 N. Lowell Avenue, Lincolnwood, Illinois (the "Lowell Premises"), and (ii) that certain assignment of rents dated as of August 7, 2007, made by Guarantor and Mihaela Tina, encumbering the Lowell Premises.

WHEREAS, the Notes and Loan Documents were previously modified pursuant to that certain modification agreement dated as of December 31, 2008, by and among Borrower, Belmont, Granville, Western, Guarantor and Lender, recorded in the Lake Recorder's Office as Document No. 2009 034997 and in the Cook Recorder's Office, whereby, among other modifications, the maturity dates of the Notes were extended from December 31, 2008 to April 30, 2009.

WHEREAS, the Notes and Loan Documents were previously modified pursuant to that certain second modification agreement dated as of April 30, 2009, by and among Borrower, Belmont, Granville, Western, Guarantor and Lender, recorded in the Lake Recorder's Office as Document No. 2009 054343 and in the Cook Recorder's Office, whereby, among other modifications, the maturity dates of the Notes were extended from April 30, 2009 to July 31, 2009.

WHEREAS, the Notes and Loan Documents were previously modified pursuant to that certain third modification agreement dated as of July 31, 2009, by and among Borrower, Belmont, Granville, Western, Guarantor and Lender, recorded in the Lake Recorder's Office as Document No. 2009 074772 and in the Cook Recorder's Office, whereby among other modifications, the maturity dates of the Notes were extended from July 31, 2009 to January 31, 2010.

WHEREAS, the Notes and Loan Documents were previously modified pursuant to that certain fourth modification agreement dated as of January 31, 2010, by and among Borrower, Belmont, Granville, Western, Guarantor and Lender, recorded in the Lake Recorder's Office as Document No. 2009 074772 and in the Cook Recorder's Office, whereby among other modifications, the maturity dates of the Notes were extended from January 31, 2010 to October 31, 2010.

WHEREAS, Northbrook Bank and Trust Company succeeded to the interest of Ravenswood Bank pursuant to that certain purchase and assumption agreement dated as of August 6, 2010 by and among the Federal Deposit Insurance Corporation, receiver of Ravenswood Bank, Chicago, Illinois, the Federal Deposit Insurance Corporation, and Northbrook Bank and Trust Company.

WHEREAS, Obligors are desirous of (i) extending the maturity dates of the Notes from October 31, 2010 to October 31, 2011, (ii) changing the interest rate charged on the Notes from a fixed rate per annum of 4.5% to a variable rate per annum equal to the prime rate of interest plus 1%, with a floor interest rate of 5%, and (iii) making certain other changes to the Notes and Loan Documents, and Lender is willing to consent to such extension request subject to the terms and provisions hereinafter provided, including the cross-default of the Broadway Loans and the Guarantor Loan, and the cross-collateralization of all the collateral securing the Broadway Loans and the Guarantor Loan.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the liens of the Merrillville Mortgage, Belmont Mortgage and Western Mortgage held by Lender are valid, first and subsisting liens on the Merrillville Premises, Belmont Premises and Western Premises, respectively, and that the execution of this Modification Agreement will not impair the liens of such Mortgages and that there are no existing junior mortgages or other liens subsequent to the liens of any of the Mortgages held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct.
2. As of October 31, 2010, the total outstanding principal balance of the First Note is \$2,732,729.35. Concurrent with the execution of this Modification Agreement, the Borrower shall execute and deliver to Lender an amended and restated mortgage note of even date herewith in the principal amount of Two Million Seven Hundred Thirty-Two Thousand Seven Hundred Twenty-Nine and 35/100 Dollars (\$2,732,729.35), payable to the order of Lender (the "Amended First Note") on October 31, 2011. Each reference in the Loan Documents to the term "First Note" shall hereafter be deemed to be a reference to the Amended First Note.
3. As of October 31, 2010, the total outstanding principal balance of the Second Note is \$797,585.47. Concurrent with the execution of this Modification Agreement, the Borrower shall execute and deliver to Lender an amended and restated mortgage note of even date herewith in the principal amount of Seven Hundred Ninety-Seven Thousand Five Hundred Eighty-Five and 47/100 Dollars (\$797,585.47), payable to the order of Lender (the "Amended Second Note") on October 31, 2011 (the Amended First Note and the Amended Second Note are hereinafter collectively referred to as the "Amended Notes"). Each reference in the Loan Documents to the term "Second Note" shall hereafter be deemed to be a reference to the Amended Second Note. Each reference in the Loan Documents to the "Notes" shall hereafter mean the Amended First Note and the Amended Second Note, collectively.
4. The Merrillville Mortgage is hereby modified as follows:
 - a. The first "Whereas" paragraph on page 1 is amended and restated in its entirety to read as follows:

“WHEREAS, the following mortgage notes (each individually referred to as a “Note” and collectively referred to as the “Notes”) have been executed and delivered to the Mortgagee: (i) an amended and restated mortgage note made by Mortgagor in favor of Northbrook Bank and Trust Company, as successor in interest to the FDIC, as receiver for Ravenswood Bank, dated as of October 31, 2010, in the principal amount of Two Million Seven Hundred Thirty-Two Thousand Seven Hundred Twenty-Nine and 35/100 Dollars (\$2,732,729.35) bearing interest at the variable rate specified therein (the “Amended First Note”) due in the manner as provided therein and in any event on October 31, 2011, payable to the order of the Mortgagee, the terms and provisions of which Amended First Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; (ii) an amended and restated mortgage note made by Mortgagor in favor of Northbrook Bank and Trust Company, as successor in interest to the FDIC, as receiver for Ravenswood Bank, dated as of October 31, 2010, in the principal amount of Seven Hundred Ninety-Seven Thousand Five Hundred Eighty-Five and 47/100 Dollars (\$797,585.47) bearing interest at the variable rate specified therein (the “Amended Second Note”) due in the manner as provided therein and in any event on October 31, 2011, payable to the order of the Mortgagee, the terms and provisions of which Amended Second Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and (iii) a credit line and disclosure agreement made by Daniel Tina in favor of Ravenswood Bank dated as of August 7, 2007, in the principal amount of Seven Hundred Twenty Thousand Five Hundred and 00/100 Dollars (\$720,500.00) bearing interest at the variable interest rate specified therein (the “HELOC Note”) due in the manner as provided therein and in any event on August 10, 2017, payable to the order of Mortgagee, the terms and provisions of which HELOC Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length.”

b. The last paragraph in section 6, which is entitled “Tax Deposits”, is modified by deleting the last paragraph thereof, which paragraph commences with “Notwithstanding the foregoing...”. Borrower acknowledges and agrees that concurrent with its execution of this Modification Agreement, it shall establish a tax escrow account with the Lender, the funds deposited in which account shall be used by the Lender to pay real estate taxes due upon the Premises, from time to time, during the term of the Broadway Loans. In addition thereto, Borrower shall pay to Lender, concurrently with the monthly payments of principal and interest due under the Amended Notes, an amount equal to one-twelfth (1/12) of one hundred percent (100%) of the most-recently ascertainable Taxes (as such term is defined in the Merrillville Mortgage) on the Merrillville Premises, plus an amount, as estimated and determined by Lender in its sole discretion, which, together with the aggregate of monthly deposits to be made pursuant to the monthly tax escrow deposits as of one (1) month prior to

the date on which the next installment of annual Taxes for the current calendar year becomes due, shall be sufficient to pay in full such installment of annual Taxes.

c. Each reference to the "Mortgagee" shall hereafter mean Northbrook Bank and Trust Company, as successor in interest to the FDIC, as receiver for Ravenswood Bank, and all notices to the Mortgagee shall be addressed to:

Northbrook Bank and Trust Company
1100 Waukegan Road
Northbrook, Illinois 60062
Attn: Jeff M. Galus
Fax: 866.548.7859

5. The Merrillville Assignment of Rents is hereby modified by amending and restating in its entirety the first "Whereas" paragraph on page 1 to read as follows:

"WHEREAS, the following mortgage notes (hereinafter individually referred to as a "Note" and collectively referred to as the "Notes") have been executed and delivered to the order of **Ravenswood Bank**, and/or its successor in interest, **Northbrook Bank and Trust Company**, as successor in interest to the **FDIC**, as receiver for Ravenswood Bank (hereinafter collectively referred to as "Assignee") as follows:

- A. Amended and Restated Mortgage Note in the principal amount of Two Million Seven Hundred Thirty-Two Thousand Seven Hundred Twenty-Nine and 35/100 Dollars (\$2,732,729.35);
- B. Amended and Restated Mortgage Note in the principal amount of Seven Hundred Ninety-Seven Thousand Five Hundred Eighty-Five and 47/100 Dollars (\$797,585.47); and
- C. Credit Line and Disclosure Agreement in the principal amount of Seven Hundred Twenty Thousand Five Hundred and 00/100 Dollars (\$720,500.00); and".

6. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Amended Notes. Each reference in the Loan Documents to the maturity date of the Amended First Note is hereby deemed to mean October 31, 2011. Each reference in the Loan Documents to the maturity date of the Amended Second Note is hereby deemed to mean October 31, 2011.

7. Except for the modifications stated herein, the Amended Notes and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Amended Notes and the other Loan Documents, as hereby amended, and each other instrument or agreement delivered by any Obligor to or for the benefit of Lender in connection with the loans evidenced by

the Amended Notes, as hereby amended, shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Amended Notes and the other Loan Documents, as hereby amended, to forgive or waive any violation, default or breach under the Amended Notes or any of the other Loan Documents, as hereby amended, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein.

8. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender a modification fee in the amount of \$2,000.00, plus all of Lender's attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees necessitated by or otherwise relating to this Modification Agreement (the "Additional Fees"). If any of the Additional Fees are not paid at the time this Modification Agreement is executed by Lender, such Additional Fees shall be paid by Obligors within five (5) days after written demand therefor by Lender, and if not timely paid, they shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Amended First Note).

9. The Premises described in the Mortgages shall remain in all events subject to the liens, charges or encumbrances of the Mortgages, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the liens, charges or encumbrances of the Mortgages, or the priority thereof over any other liens, charges, or encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Amended Notes, the Mortgages and/or the other Loan Documents, as hereby amended, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

10. This Modification Agreement shall extend to and be binding upon each of the Obligors and their respective heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

11. Each Obligor hereby ratifies and confirms his or its respective obligations and liabilities under the Amended Notes, the Guaranty and the other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that he or it have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Notes, the Guaranty and the other Loan Documents, as so amended.

Without limiting the generality of the foregoing paragraph, the Guarantor hereby further represents and warrants to the Lender with the intent that the Lender rely thereon, as follows with regard to the Guaranty, as hereby modified: (a) the Guaranty is in full force and effect and is binding and enforceable against the Guarantor in accordance with its terms; (b) the Guarantor irrevocably consents and agrees to the Borrower's and other Obligors' execution and delivery of this Modification Agreement; (c) the liability of the Guarantor to the Lender under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by the Borrower's and other

Obligors' execution, delivery or performance of this Modification Agreement; (d) the Guarantor hereby restates and reaffirms to Lender all terms and provisions of the Guaranty as if set forth in full herein; and (e) the Guarantor does not possess any claims, defenses, offsets, or counterclaims against the enforcement of the Guaranty as of the date hereof, and any and all such claims, defenses, offsets and counterclaims, whether known or unknown, are forever waived and released, and the Guarantor is unconditionally liable under the Guaranty, for the payment and performance of all present and future indebtedness and all other obligations described therein.

12. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois (exclusive of choice of law principals), including all matters of construction, validity and performance.

13. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

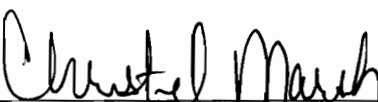
14. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

15. This Modification Agreement is to be construed in accordance with and governed by the laws of the State of Illinois (without giving effect to Illinois' principles of conflicts of law), except to the extent (i) of procedural and substantive matters relating only to the creation, perfection, foreclosure and enforcement of rights and remedies against the Merrillville Premises, which matters shall be governed by the laws of the State of Indiana, and (ii) that the laws of the United States of America and any rules, regulations, or orders issued or promulgated thereunder, applicable to the affairs and transactions entered into by Mortgagee, otherwise preempt Illinois or Indiana law; in which event Federal law shall control. To the extent that the Merrillville Mortgage may operate as a security agreement under the Uniform Commercial Code, Lender shall have all rights and remedies conferred therein for the benefit of a secured party, as such term is defined therein. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LAKE, STATE OF INDIANA, OR THE COUNTY OF COOK, STATE OF ILLINOIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER

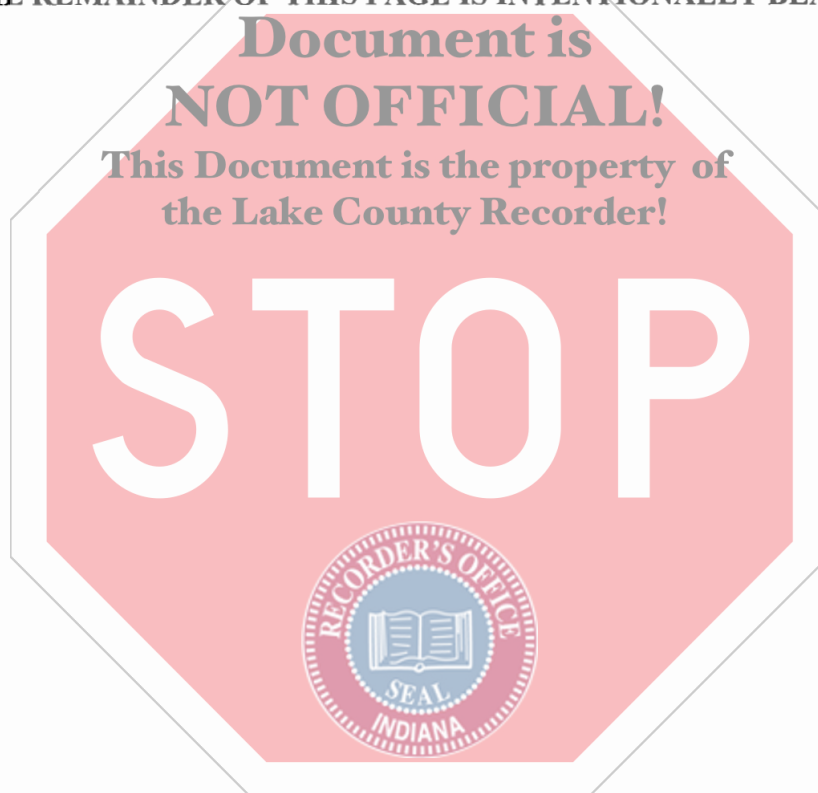
SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

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



Christyl Marsh

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

Broadway Place, LLC, an Illinois limited liability company

By: [Signature]
Daniel Tina, sole member

Belmont Development Corp., Inc., an Illinois corporation

By: [Signature]
Daniel Tina, President

1901 West Granville, LLC, an Illinois limited liability company

By: [Signature]
Daniel Tina, its manager

1623-27 Western, L.L.C., an Illinois limited liability company

By: [Signature]
Daniel Tina, its manager

[Signature]
Daniel Tina, individually

Northbrook Bank and Trust Company



By: [Signature]
Its: ASSISTANT VICE PRESIDENT



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Daniel Tina** personally known to me as sole member of **Broadway Place, LLC**, an Illinois 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 acknowledged that he signed, sealed and delivered the said instrument as such sole member of said limited liability company, pursuant to authority, given by the members of said limited liability company, as his own and free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

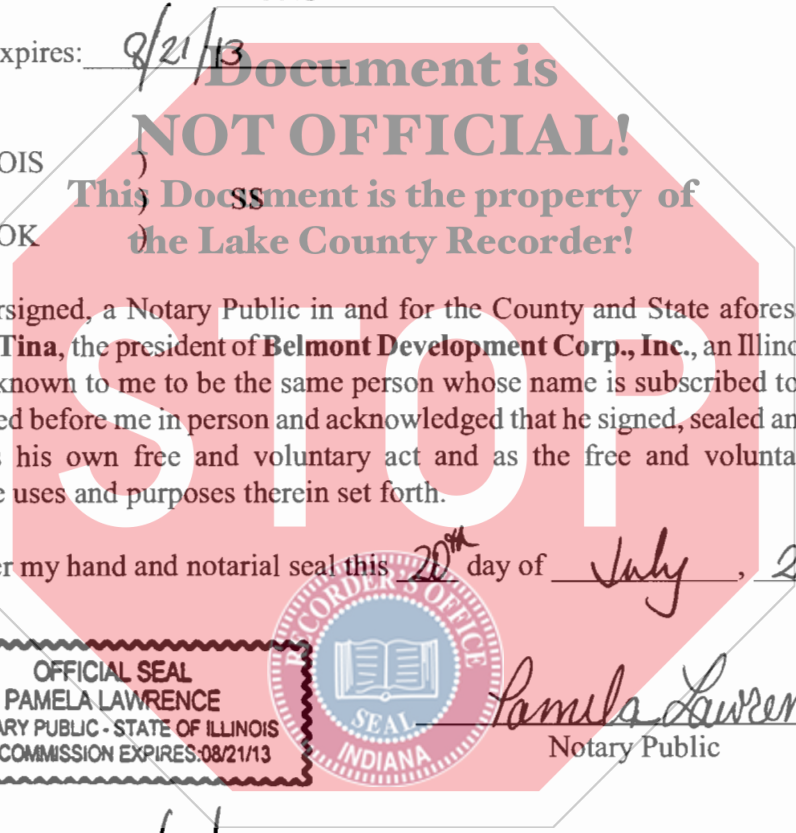
Given under my hand and notarial seal this 20th day of July, 2011.



Pamela Lawrence
Notary Public

My Commission Expires: 8/21/13

STATE OF ILLINOIS)
)
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Daniel Tina**, the president of **Belmont Development Corp., Inc.**, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of July, 2011.



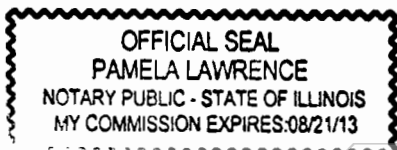
Pamela Lawrence
Notary Public

My Commission Expires: 8/21/13

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Daniel Tina** personally known to me as sole manager of **1901 West Granville, LLC**, an Illinois 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 acknowledged that he signed, sealed and delivered the said instrument as such sole manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, as his own and free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of July, 2011.



Pamela Lawrence
Notary Public

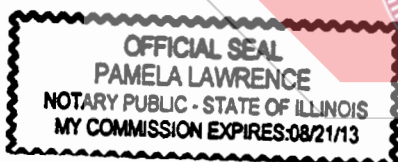
My Commission Expires: 8/21/13

STATE OF ILLINOIS)
)
)
COUNTY OF COOK)

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Daniel Tina** personally known to me as sole manager of **1623-27 Western, L.L.C.**, an Illinois 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 acknowledged that he signed, sealed and delivered the said instrument as such sole manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, as his own and free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of July, 2011.



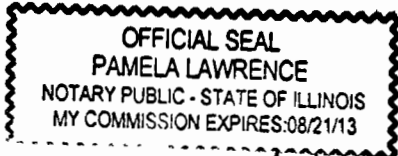
Pamela Lawrence
Notary Public

My Commission Expires: 8/21/13

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Daniel Tina** personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 20th day of July, 2011.



Pamela Lawrence
Notary Public

My Commission Expires: 8/21/13

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Jeff Galits, of **Northbrook Bank and Trust Company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day 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 said bank.

Given under my hand and notarial seal this 5th day of August, 2011.

Cindy M. Dodd
Notary Public

My Commission Expires: 6/1/15

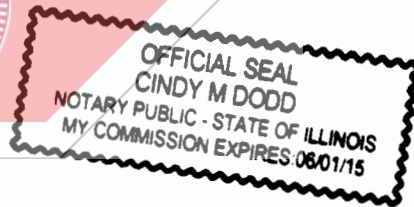


EXHIBIT "A"
Merrillville Premises

KEY NOS.: 45-12-03-351-005.000-030 (formerly 008-08-15-0428-0143) and
45-12-03-351-002.000-030 (formerly 008-08-15-0128-0144)

ADDRESS: 6063 Broadway, Merrillville, Indiana

LOT 2 AS SAID LOT IS SHOWN ON THE PLAT OF OLD AIRPORT ADDITION, SAID PLAT BEING RECORDED IN PLAT BOOK 38, PAGE 99 SITUATE IN ROSS TOWNSHIP, LAKE COUNTY, STATE OF INDIANA, EXCEPT THE NORTH 235 FEET OF THE WEST 681 FEET, EXCEPT THE SOUTH 98 FEET OF THE NORTH 333 FEET OF THE WEST 297 FEET THEREOF (ALL MEASURED ALONG THE NORTH AND WEST LINES), EXCEPT ANY OF THE PREMISES TAKEN FOR ROAD PURPOSES AND EXCEPT THE FOLLOWING:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 AS SHOWN ON SAID PLAT; THENCE SOUTH 89 DEGREES 44 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 156.23 FEET TO THE PLACE OF BEGINNING OF THIS EXCEPTION; THENCE NORTH 00 DEGREES 15 MINUTES 10 SECONDS EAST A DISTANCE OF 265.17 TO A POINT; THENCE SOUTH 89 DEGREES 44 MINUTES 50 SECONDS EAST A DISTANCE OF 191.34 FEET TO A POINT; THENCE SOUTH 00 DEGREES 15 MINUTES 10 SECONDS WEST A DISTANCE OF 265.17 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 89 DEGREES 44 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 191.34 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION AND EXCEPTING;

A PART OF LOT NUMBERED 2 AND A PART OF LOT NUMBERED 3 IN OLD AIRPORT ADDITION IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 38, PAGE 99 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST INTERSECTION OF THE NORTH RIGHT-OF-WAY OF 61ST AVENUE (PER FINAL REPORT OF CONDEMNATION, CAUSE 45D04-9502-CP-00192, DATED OCTOBER 31, 1997) WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 53 (ALSO KNOWN AS BROADWAY); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (BASIS OF BEARING IS PER THE PLAT OF OLD AIRPORT ADDITION) ALONG SAID EAST RIGHT-OF-WAY LINE AND WEST LINE OF SAID LOT NUMBERED 3 A DISTANCE OF 145.41 FEET TO THE NORTHWEST CORNER THEREOF; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE AND WEST LINE OF AFOREMENTIONED LOT NUMBER 2 A DISTANCE OF 57.95 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 294.03 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 38 SECONDS EAST 234.65 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 61ST AVENUE PER SAID PLAT OF OLD AIRPORT ADDITION; (THE FOLLOWING 5 COURSES BEING ALONG THE NORTH RIGHT OF WAY LINE OF SAID 61ST AVENUE) (1) NORTH 89 DEGREES 40 MINUTES 07 SECONDS WEST 19.48 FEET; (2) NORTH 00 DEGREES 19 MINUTES 53 SECONDS EAST 5.00 FEET (3) NORTH 87 DEGREES 07 MINUTES 03 SECONDS WEST 134.79 FEET (4) NORTH 89 DEGREES 40 MINUTES 07 SECONDS WEST 122.00 FEET; (5) NORTH 44 DEGREES 28 MINUTES 12 SECONDS WEST 26.20 FEET TO THE POINT OF BEGINNING. (BEING LOT 1 WALGREEN'S SUBDIVISION #2, RECORDED IN PLAT BOOK 93, PAGE 33 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA).