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THIS INSTRUMENT PREPARED BY:

H. Jeffrey McCown
McCown Law Office
22837 S. Wirth
Frankfort, Illinois 60423

2011 053802

2011 SEP 29 AM 9:30

AFTER RECORDING RETURN TO:

The PrivateBank and Trust Company
120 S. LaSalle Street
Chicago, Illinois 60603
Attn: Jacob Meilach

TAX INDEX NUMBERS:

45-12-22-153-003.000-030
45-12-22-153-002.000-030
45-12-22-153-001.000-030

PROPERTY ADDRESS:

707 E. 80th Place
Merrillville, Indiana

Document is
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This Document is the property of
the Lake County Recorder!

**FIRST MODIFICATION TO JUNIOR (SECOND) MORTGAGE,
ASSIGNMENT OF LEASES AND SECURITY AGREEMENT**

This Agreement entered into as of July 1, 2011 by and between NORTH STAR TRUST COMPANY, as successor land trustee to Harris, N.A. (as successor to Mercantile National Bank of Indiana), not personally but solely as trustee under trust agreement dated November 7, 2003 and known as Trust No. 6793-LT, having an address of 500 W. Madison Street, Suite 3150, Chicago, Illinois 60661, and MURRAY INVESTMENT GROUP, LLC-CORPORATE LAKE SERIES, having an address of 700 E. Main Street, Suite E, St. Charles, Illinois 60174 (collectively, the "Grantor"), and THE PRIVATEBANK AND TRUST COMPANY (the "Lender"), having an address of 120 S. LaSalle Street, Chicago, Illinois 60603.

RECITALS:

A. Grantor executed a Junior (Second) Mortgage, Assignment of Leases and Security Agreement dated May 22, 2008 (the "Mortgage") and recorded on September 25, 2008 as Document No. 2008 066855 in the Office of the Recorder of Lake County, Indiana (the "Recorder's Office") and encumbering property located at 707 E. 80th Place, Merrillville, Indiana and as described on Exhibit A attached hereto (the "Property").

92011-23201

#29
FN
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B. The Mortgage secures, among other things, that certain Term Note dated May 22, 2008 signed by Borrower (as defined in the Mortgage) in the principal amount of \$1,250,000, together with all renewals, extensions, modifications and consolidations thereof, and all substitutions therefor;

C. Grantor desires hereby to amend the Mortgage to make certain changes as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Secured Note. The definition of "Note" on page 1 of the Mortgage is hereby deleted in its entirety and replaced by the following:

Note. The word "Note" means, collectively, the indebtedness evidenced by the following:

(a) Term Note dated May 22, 2008 signed by Borrower (as defined in the Mortgage) in the principal amount of \$1,250,000, together with all renewals, extensions, modifications and consolidations thereof, and all substitutions therefor;

(b) Modification Term Note dated May 8, 2011 signed by Merrillville Corporate Lakes Joint Venture in the amount of amount to \$80,000, together with all renewals, extensions, modifications and consolidations thereof, and all substitutions therefor; and

(c) Revolving Note dated July 1, 2011 in the principal amount of \$100,000 signed by Merrillville Corporate Lakes Joint Venture, together with all renewals, extensions, modifications and consolidations thereof, and all substitutions therefor;

2. Continuing Effect. All the terms of the Mortgage are hereby incorporated by reference herein, and except as hereby modified, the Mortgage shall remain in full force and effect in all respects. Grantor hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage.

3. Exculpation. This First Modification of Mortgage and Assignment of Rents is executed by NORTH STAR TRUST COMPANY (the "Trustee"), 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 the Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the Trustee personally hereunder, or to perform any covenant either express or implied herein contained, all such liability, of any, being

expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and the Trustee personally are concerned, the legal holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises secured by the Mortgage and Assignment for the payment thereof, by the enforcement of the lien created thereby, in the manner herein and in the Note provided or by action to enforce the personal liability of any other maker of the Note, any guarantor or other obligor of the indebtedness secured hereby.

IN WITNESS WHEREOF, this Agreement has been duly executed the day and year first above written.

NORTH STAR TRUST COMPANY

By: _____
Its: _____

MURRAY INVESTMENT GROUP, LLC -
CORPORATE LAKE SERIES

By: JCMV Management, Inc., its manager

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

By: James C. Murray III
James C. Murray III, President

~~Daiana Terlon~~

THE PRIVATE BANK AND TRUST
COMPANY

By: [Signature]
Its: Sate Meilach - Officer



expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and the Trustee personally are concerned, the legal holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises secured by the Mortgage and Assignment for the payment thereof, by the enforcement of the lien created thereby, in the manner herein and in the Note provided or by action to enforce the personal liability of any other maker of the Note, any guarantor or other obligor of the indebtedness secured hereby.

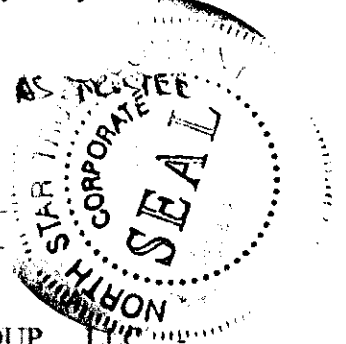
IN WITNESS WHEREOF, this Agreement has been duly executed the day and year first above written.

NORTH STAR TRUST COMPANY AS TRUSTEE
AND NOT INDIVIDUALLY

By: _____
Its: _____

[Signature]
[Signature]
Vice President

MURRAY INVESTMENT GROUP, LLC
CORPORATE LAKE SERIES



By: JCMV Management, Inc., its manager

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NOT OFFICIAL!

This Document is
the Lake County Recorder!

By: *[Signature]*
James C. Murray III, President

THE PRIVATE BANK AND TRUST
COMPANY

By: _____
Its: _____

STOP



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 Gregory S. Kasprzyk Jacqueline Esna of NORTH STAR TRUST COMPANY, as VICE PRESIDENTS of said corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such officer signed and delivered the said instrument as his or her 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 14th day of July, 2011

Laurel D Thorpe
Notary Public

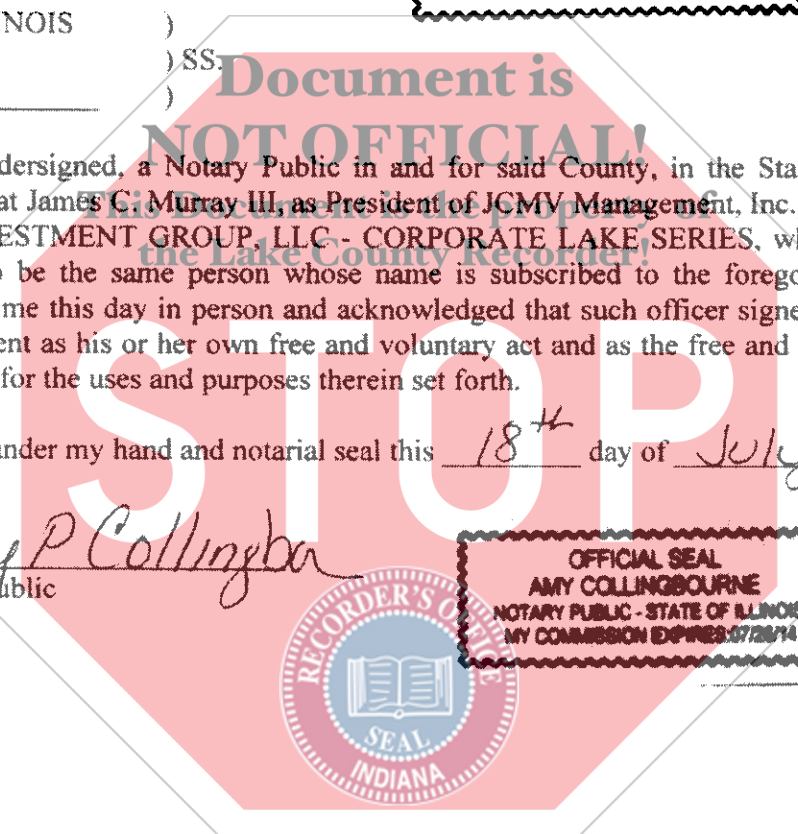


STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James C. Murray III, as President of JCMV Management, Inc., the manager of MURRAY INVESTMENT GROUP, LLC - CORPORATE LAKE SERIES, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such officer signed and delivered the said instrument as his or her 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 18th day of July, 2011

Amy P Collingbourne
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of NORTH STAR TRUST COMPANY, as _____ of said corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such officer signed and delivered the said instrument as his or her 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 _____ day of _____, 2011

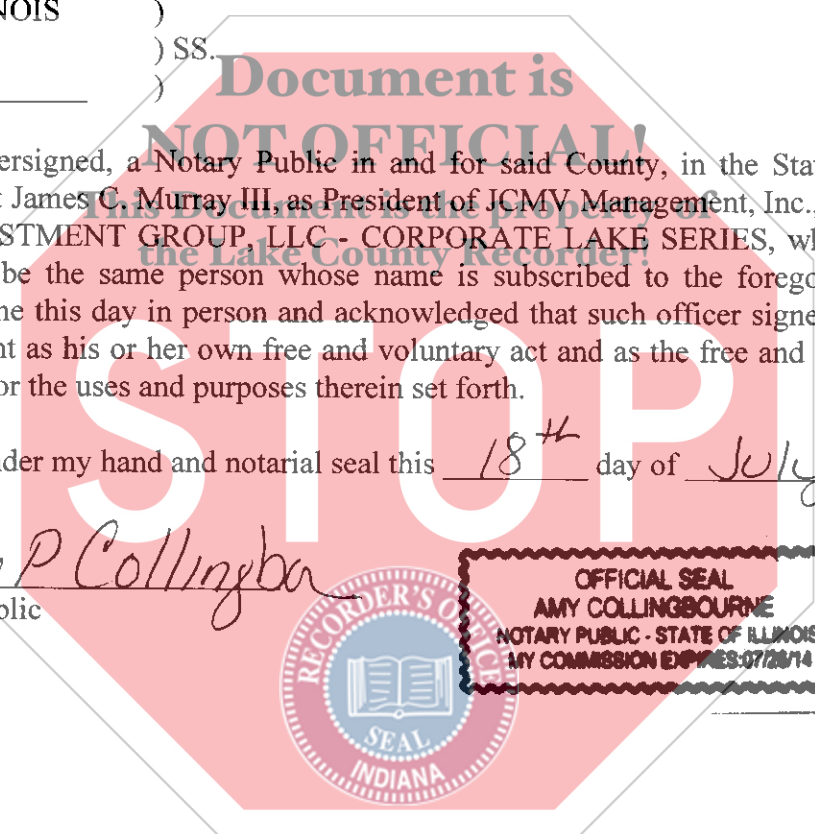
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James C. Murray III, as President of JCMV Management, Inc., the manager of MURRAY INVESTMENT GROUP, LLC - CORPORATE LAKE SERIES, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such officer signed and delivered the said instrument as his or her 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 18th day of July, 2011

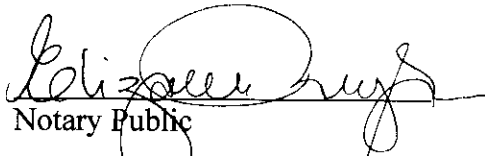
Amy P Collingbourne
Notary Public



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 Jake Meilach of THE PRIVATEBANK AND TRUST COMPANY, as OFFICER of said Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such officer signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19 day of July, 2011


Notary Public

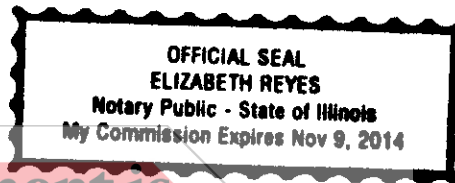


Exhibit A
Legal Description

Parcel 1:

All of Lot 3, and all of Lot 4 and the West 101.31 feet of Lot 2, in the Second Amendment to the Plat of Subdivision, Prime Center Property, as per plat thereof, recorded in Plat Book 69 page 58, in the office of the Recorder of Lake County, Indiana

Parcel 2:

Lot 1, Holiday Plaza Unit 6, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 79 page 72, in the office of the Recorder of Lake County, Indiana

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