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AFTER RECORDING RETURN TO:

The PrivateBank and Trust Company 2011 053803  
120 S. LaSalle Street  
Chicago, Illinois 60603  
Attn: Jacob Meilach

2011 SEP 29 AM 9:30  
REC'D

TAX INDEX NUMBER:

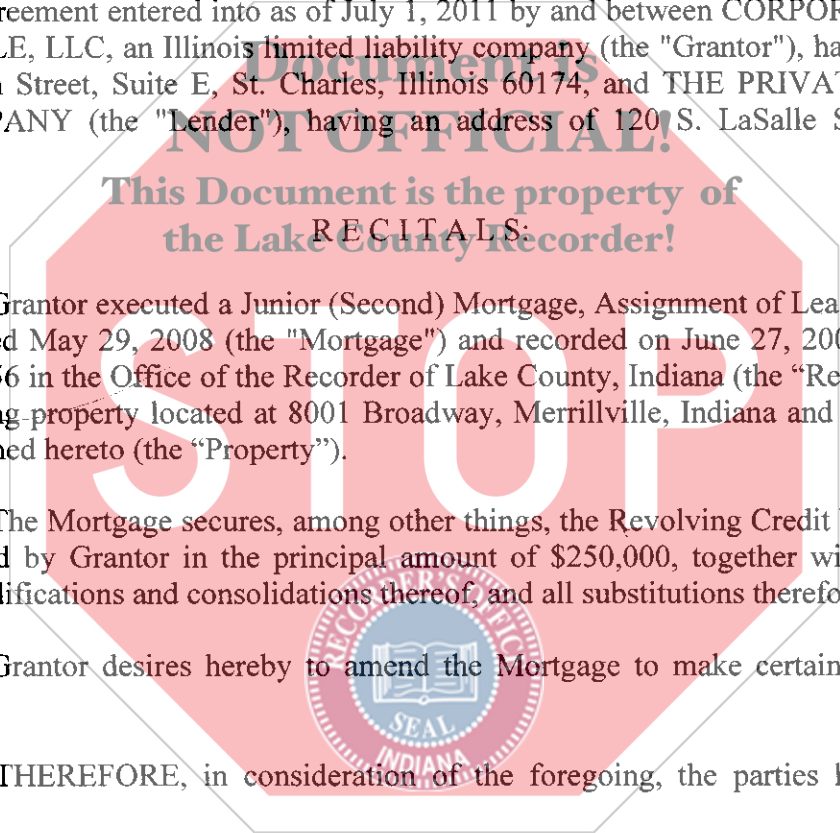
45-12-22-152-001.000-030

PROPERTY ADDRESS:

8001 Broadway  
Merrillville, Indiana

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

This Agreement entered into as of July 1, 2011 by and between CORPORATE CENTER MERRILLVILLE, LLC, an Illinois limited liability company (the "Grantor"), having an address of 700 E. Main Street, Suite E, St. Charles, Illinois 60174, and THE PRIVATEBANK AND TRUST COMPANY (the "Lender"), having an address of 120 S. LaSalle Street, Chicago, Illinois 60603.



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

RECITALS:

A. Grantor executed a Junior (Second) Mortgage, Assignment of Leases and Security Agreement dated May 29, 2008 (the "Mortgage") and recorded on June 27, 2008 as Document No. 2008 046856 in the Office of the Recorder of Lake County, Indiana (the "Recorder's Office") and encumbering property located at 8001 Broadway, Merrillville, Indiana and as described on Exhibit A attached hereto (the "Property").

B. The Mortgage secures, among other things, the Revolving Credit Note dated May 29, 2008 signed by Grantor in the principal amount of \$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:

92011-2325

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\$ 21  
FN  
CX

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

(a) Revolving Credit Note dated May 29, 2008 in the principal amount of \$250,000 signed by the Grantor, as modified from time to time, including by a Change in Terms Agreement dated May 27, 2010 decreasing the loan amount to \$200,000 and a Modification Term Note dated May 26, 2011 decreasing the loan amount to \$100,000, together with all renewals, extensions, modifications and consolidations thereof, and all substitutions therefor; and

(b) Revolving Note dated July 1, 2011 in the principal amount of \$100,000 signed by the Grantor, 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.

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

CORPORATE CENTER MERRILLVILLE, LLC THE PRIVATE BANK AND TRUST COMPANY  
By: JCMV Management, Inc., its Manager

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

By: Jake Meilach  
Its: OFFICER

This Agreement was prepared by H. Jeffrey McCown, McCown Law Office, 22837 S. Wirth, Frankfort, Illinois 60423

"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."

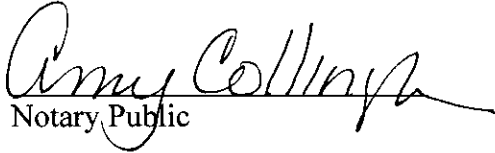
Daianna Tarton



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 James C. Murray III, as President of JCMV Management, Inc., the manager of CORPORATE CENTER MERRILLVILLE, LLC, 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 he signed and delivered the said instrument as his own 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 5<sup>th</sup> day of July, 2011

  
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 ~~Sachin Mehta~~ to the County Recorder of THE PRIVATE BANK AND TRUST COMPANY, as ~~to the County Recorder~~ 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 6 day of July, 2011

  
Notary Public



Exhibit A  
Legal Description

Lot 5, 2<sup>nd</sup> Amendment to Plat of Subdivision Prime Center Property, in the Town of Merrillville, as per Plat thereof, recorded in Plat Book 69, Page 58, in the office of the Recorder of Lake County, Indiana

PERMANENT INDEX NUMBER:

45-12-22-152-001.000-030

PROPERTY ADDRESS:

8001 Broadway  
Merrillville, Indiana

