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This instrument was prepared by and, after recording, return to:

2014 010224

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 FEB 20 AM 8:49

MICHAEL B. BROWN
RECORDER

First Midwest Bank
P.O. Box 9003
Gurnee, IL 60031



Permanent Tax Index No.:
See Exhibit A attached hereto

Property Address:
See Exhibit A attached hereto

This space reserved for Recorder's use only

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**ASSIGNMENT AND ASSUMPTION AND
FIRST MODIFICATION OF LOAN DOCUMENTS AND MORTGAGE**

THIS ASSIGNMENT AND ASSUMPTION AND FIRST MODIFICATION OF LOAN DOCUMENTS AND MORTGAGE (this "Agreement") is executed this 30th day of December, 2013, by and among BOULEVARD PARTNERS LLC, an Indiana limited liability company ("Original Borrower"), ALAN D. KRYGIER, an individual (the "Guarantor"), DAVID B. LASCO AND MARY LASCO, HUSBAND AND WIFE ("Lasco"), AUTOMOTIVE PARTNERS, L.P., an Indiana limited partnership ("AP"), and BANK INVESTORS, L.P., an Indiana limited partnership ("BI"), jointly and severally, as tenants in common (Borrower, Lasco, AP and BI are hereinafter collectively referred to as the "Original Mortgagor"), BOULEVARD SQUARE, LLC, an Indiana limited liability company ("New Borrower" or "New Mortgagor" as the context may dictate), and FIRST MIDWEST BANK, its successors and assigns ("Lender").

RECITALS:

A. Lender has heretofore made a loan ("Loan") to Original Borrower in the principal amount of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00), pursuant to that certain Loan Agreement dated as of December 17, 2012 ("Loan Agreement"). The Loan is evidenced by that certain Promissory Note dated as of December 17, 2012 in the principal amount of the Loan (the "Note") made payable by Original Borrower to the order of Lender.

B. The Note was secured by, among other things:

(i) That certain (i) Mortgage and Security Agreement dated as of December 17, 2012 from Original Mortgagor to Lender recorded with the Recorder of Deeds of Lake County, Indiana (the "Lake County Recorder's Office") on December 21, 2012 as Document No. 2012090625 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A attached hereto (the "Property"), and (ii) Assignment of Rents and Leases dated as of December 17, 2012 from Original Mortgagor to Lender and recorded in the Lake County Recorder's Office

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on December 21, 2012 as Document No. 2012090626 ("Assignment of Rents") with respect to the Property;

(ii) That certain Guaranty dated as of December 17, 2012 (the "Guaranty") from Guarantor in favor of the Lender;

(iii) That certain Environmental Indemnity Agreement dated as of December 17, 2012 (the "Indemnity Agreement") from Original Borrower and Guarantor in favor of Lender.

The Loan Agreement, Note, the Mortgage, the Assignment of Rents, the Guaranty, the Indemnity Agreement, and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. On or about August 4, 2013, Original Mortgagor conveyed the Property to New Borrower. Accordingly, fee title interest in the Property was vested in the New Borrower, subject to the lien, terms and conditions of the Mortgage and Assignment of Rents.

D. Each of Borrower, Lasco, AP and BI are members in New Borrower.

E. New Borrower, Original Borrower, Mortgagor and Guarantor have requested that Lender amend the Loan Documents in order to, among other things, to provide for the assumption of all liabilities under the Loan Documents by New Borrower and to extend the Maturity Date of the Loan, and Lender is willing to do so on the terms and conditions set forth in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The recitals set forth above are hereby incorporated herein and made a part hereof.
2. **Capitalized Terms**. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Loan Agreement.
3. **Assignment**. Original Borrower hereby assigns, transfers, and conveys to New Borrower all of its rights, interests, powers, claims, remedies, obligations, liabilities and benefits in, to and under the Loan Documents.
4. **Assumption**. New Borrower hereby accepts and agrees to such assignment and transfer and hereby unconditionally and absolutely assumes and undertakes each and every one of the obligations and liabilities of Original Borrower under the Loan Documents on the same

basis as if New Borrower had executed such documents on their face when originally delivered to Lender by Original Borrower.

5. **Consent.** Lender hereby (i) consents to (a) the Assignment and Assumption of all of the obligations and liabilities under the Loan Documents from Original Borrower to New Borrower, and (b) the transactions described in the Recitals to this Agreement, and (ii) agrees that the Assignment and Assumption and the transactions contemplated hereby shall not, in and of themselves, constitute a breach, a default, an "Unmatured Event of Default" or an "Event of Default" each as defined in and/or under any of the Loan Agreement, the Note or any other Loan Document.

6. **Maturity Date.**

(a) The date on which the Loan matures is hereby extended to March 16, 2014. Any reference in the Note, the Loan Agreement or any other Loan Document to the date on which the Loan matures or the term "Maturity Date" shall mean March 16, 2014.

(b) Section 1.9 of the Loan Agreement is deleted in its entirety and replaced with the following:

"1.9 **Maturity Date.** March 16, 2014, or such earlier date when all the indebtedness under the Note (as hereinafter defined) shall be due and payable in accordance with the terms hereof."

7. **Amendment to Note.** The outstanding principal balance of the Note is \$3,500,000.00 of December 6, 2012. The Note shall be amended as follows:

"The defined term "Maturity Date" in the Note is hereby amended to mean March 16, 2014. Any references in the Note to the Maturity Date shall be deemed to mean and refer to March 16, 2014."

8. **Amendment of Loan Agreement.** The Loan is hereby amended as follows:

(a) The "Borrower" under the Loan is amended to be the New Borrower under the Loan Documents, except as provided herein.

(b) The amendments and transfers contemplated under this Agreement shall not constitute Events of Default.

(c) **Amendment of Mortgage and Assignment of Rents and Leases.** The "Mortgagor" under the Mortgage is hereby amended to be New Borrower. The Assignor under the Assignment of Rents is hereby amended to be New Borrower. New Borrower hereby confirms and ratifies all of the obligations and liabilities thereunder, which liabilities and obligations they have agreed to assume as stated herein.

9. **Amendment of Mortgage and Assignment of Rents.** The Mortgage and the Assignment of Rents are hereby amended to reflect the terms hereof including, without limitation, the change in the Maturity Date to March 16, 2014. Any references in the Mortgage

to the Maturity Date shall be deemed to mean and refer to the Maturity Date as amended hereby. The "Mortgagor" under the Mortgage is hereby amended to be New Borrower. The "Assignor" under the Assignment of Rents is hereby amended to be New Borrower. New Borrower hereby confirms and ratifies all of the obligations and liabilities thereunder, which liabilities and obligations they have agreed to assume as stated herein and under the Mortgage. Borrower, Mortgagor and Guarantor each agree that Lender shall have the right to record this Agreement in the Lake County Recorder's Office to reflect the subject matter of this Agreement.

10. **Reaffirmation of Guaranty.** Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder. All waivers set forth in the Guaranty are hereby incorporated herein by this reference.

11. **Other Conforming Amendments.** The Mortgage, the Assignment of Rents, the Indemnity Agreement, the Guaranty, and the other Loan Documents all as amended by this Agreement, as the case may be, are hereby amended to reflect the terms of this Agreement including, without limitation, the Assignment and Assumption of the Obligations under the Loan Documents by the New Borrower and the change of the Maturity Date. All requirements, conditions and obligations under any of the Loan Agreement, Note, Mortgage, as amended, and other Loan Documents, each as amended hereby, shall apply, govern and control the repayment of the Loan as amended hereby. In the event of any inconsistencies between the terms of the Loan Documents and this Agreement, this Agreement shall govern and control.

12. **Title Policy.** As a condition precedent to the agreements contained herein, Lender shall, at Borrower's sole cost and expense, order a tract search from Chicago Title Insurance Company in connection with Lender's title insurance policy 620121189 ("Tract Search"), and such date down endorsement shall reflect that fee title is vested in the New Borrower and continue to insure the mortgage as a paramount lien on the property, and shall raise no exceptions or other matters to title which are objectionable to Lender.

13. **Loan Expenses.** In addition to the Loan Expenses (as such term is defined in the Loan Agreement), Borrower agrees to pay all expenses, charges, costs and fees hereby relating to the amendment of the Loan as amended hereby, including Lender's reasonable attorney's fees in connection with the negotiation and documentation of the agreements contained in this Amendment, and other supporting documents, all recording fees and charges, if any, title insurance charges and premiums, and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this Amendment, and other documents (collectively, the "Additional Loan Expenses"). In the event the Additional Loan Expenses are not paid to Lender within ten (10) days after the written demand therefor by Lender, the Additional Loan Expenses shall bear interest from the date so incurred until paid at the Default Rate.

14. **Representations and Warranties of Original Mortgagor, New Borrower and Guarantor.** Original Mortgagor, New Borrower and Guarantor (collectively the "Borrower")

Parties”), to the best of their respective knowledge, hereby represent, covenant and warrant to Lender as follows:

(a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof and in the manner contemplated in the Loan Documents.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower Parties do not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower Parties enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of any Borrower Party, any person constituting Mortgagor, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower Parties have no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Each Borrower Party that is an entity is validly existing under the laws of the State of their formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower Parties. This Agreement has been duly executed and delivered on behalf of Borrower Parties.

15. **Additional Requirements.** The obligation of Lender to amend the Loan as set forth herein shall be subject to Borrower Parties and others having delivered, or having caused to be delivered to Lender, the following items, all of which shall be in form and substance acceptable to Lender:

(a) This First Modification of Loan Documents and Mortgage executed by the Borrower Parties;

(b) Certified Resolutions of the Members of New Borrower, and any other required action in connection with the amendment of the Loan, the execution and delivery of the documents herein required, and the performance of the Loan, as amended;

(c) Payment of the Loan Expenses;

(d) Receipt of the Date Down;

(e) Such other items as Lender may require.

16. **Bankruptcy Provisions.** Borrower Parties hereby acknowledge and agree that, if a petition under any section, chapter or provision of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code") or similar law or statute is filed by or against Borrower Parties, (i) they shall not contest, and they shall consent to, the relief requested in any motion or application of Lender made in any court of competent jurisdiction seeking sale pursuant to 11 U.S.C. § 363, or a modification or termination of any automatic stay or other injunction against the Lender resulting from such filing, and (ii) they shall execute any order or other document necessary to effectuate such modification or termination. If at any time Borrower Parties seek relief under the Bankruptcy Code, including, without limitation, the filing of a petition under Chapter 7 or 11 thereof, Borrower Parties shall be deemed to have taken such action in bad faith. Furthermore, if such action is taken against Borrower or Guarantor by a third party, Borrower Parties shall take all action necessary to have (a) the petition filed by such third party dismissed, including consenting to the immediate dismissal thereof, and (b) any additional relief requested by such third party denied, unless instructed in writing to the contrary by Lender. Lender is specifically relying upon the representations, warranties, covenants and agreements contained in this Agreement and such representations, warranties, covenants and agreements constitute a material inducement to accept the terms and conditions set forth in this Agreement and, but for the receipt of the benefit of such representations, warranties, covenants and agreements, the Lender would not have agreed to such terms and conditions.

17. **Waiver of Defenses.** As of the date hereof, Borrower Parties acknowledge that they have no defense, offset, or counterclaim to any of their obligations under the Loan Documents. Borrower Parties hereby irrevocably waive and release any and all claims, actions, causes of action, suits and defenses which such party might hereafter have against Lender for or by reason of any matter, cause, or thing whatsoever which relates to the Loan, this Agreement, or any discussion between any Borrower Party and the Lender, except for claims, actions, causes of action, suits and defenses resulting from gross negligence or willful misconduct of Lender.

18. **Release of Claims.** Borrower Parties hereby fully and forever remise, release and discharge the Lender from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, existing as of the date hereof or arising at any time in the future, which any Borrower Party had, may have had, now has, or can, shall or may have, for or by any reason of any and all matters, causes or things whatsoever from the beginning of time to and including the day the Note is repaid in full (collective, "Claims"), except Claims resulting from the gross negligence or willful misconduct of Lender.

19. **No Course of Dealing.** Borrower Parties acknowledge and agree that this Agreement is limited to the terms outlined herein, and shall not be construed as an amendment of any other terms or provisions of the Loan Documents. This Agreement shall not establish a course of dealing or be construed as evidence of any willingness on the Lender's part to grant other or future amendments, should any be requested.

20. **No Joint Venture.** Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with any Borrower Party, nor shall privity of contract be presumed to have been established with any third party.

21. **Binding Agreement.** This Agreement shall not be construed more strictly against Lender than against any Borrower Party merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized each Borrower Party and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Mortgagor, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

22. **Entire Agreement.** Borrower, Mortgagor, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Mortgagor, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

23. **Construction of Agreement.** Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular. The Borrower, Mortgagor, Guarantor and their respective legal counsel have participated in the drafting of this Agreement, and accordingly, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

24. **No Additional Modifications or Waivers.** Any discussions between Lender and Borrower, Mortgagor or Guarantor regarding the Loan Documents that have previously occurred or that hereafter occur shall not (a) cause a modification of the Loan Documents, except as expressly set forth herein or otherwise agreed to in writing, (b) cure, waive, release or postpone any Event of Default now or hereafter existing under the Loan Documents, (c) establish a custom, or (d) waive, limit or condition the rights and remedies of Lender under the Loan Documents, except as set forth in this Agreement, all of which are hereby expressly reserved.

Except as expressly set forth in this Agreement, the Loan Documents shall remain in full force and effect in accordance with their respective terms.

25. **No Obligation to Extend Further Credit.** Borrower, Mortgagor and Guarantor acknowledge and agree that (a) Lender has not agreed to, and Lender has no obligation whatsoever to, discuss, negotiate or to agree to, any restructuring of Borrower's, Mortgagor's and Guarantor's obligations to Lender under the Loan Documents, or any modification, amendment, restructuring, restatement or renewal of the Loan Documents, or to forbear from exercising its remedies, except as expressly provided herein, and (b) if there are any future discussions among Lender, Borrower, Mortgagor and Guarantor concerning any such modification, amendment, restructuring, restatement, renewal or forbearance, that no modification, amendment, restructuring, restatement, forbearance, compromise, settlement, agreement or understanding with respect to Borrower's, Mortgagor's and Guarantor's liabilities to Lender, under the Loan Documents or any term, provision or aspect thereof, shall constitute a legally binding agreement or contract or have any force or effect whatsoever unless and until reduced to writing and signed by authorized representatives of all parties, and that none of the parties hereto shall assert or claim in any legal proceedings or otherwise that any such agreement exists except in accordance with the terms of this Agreement.

26. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

27. **Amendments, Changes and Modifications.** This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

28. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

29. **Time of the Essence.** Time is of the essence of each of Borrower and Guarantor's obligations under this Agreement.

30. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

31. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located.

32. **WAIVER OF JURY TRIAL.** BORROWER PARTIES IRREVOCABLY WAIVE, TO THE EXTENT APPLICABLE, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (A) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR WITH THE NOTE OR LOAN DOCUMENTS, AND/OR (B) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY INSTRUMENT, DOCUMENT, OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR

PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY, TO THE EXTENT SUCH MATTER IS TRIED AT ALL.

[Signatures on the following page]



This Agreement is executed, and made effective, the day and year written in the preamble.

BORROWER:

BOULEVARD PARTNERS LLC, an Indiana limited liability company

By: *ADK*
Name: ALAN D. KRYGIER
Its: Manager

GUARANTOR:

ADK
ALAN D. KRYGIER, personally



MORTGAGOR:

BOULEVARD PARTNERS LLC, an Indiana limited liability company
This Document is the property of the Lake County Recorder!

By: *ADK*
Name: ALAN D. KRYGIER
Its: Manager

David B. Lasco
DAVID B. LASCO, personally

Mary Lasco
MARY LASCO, personally
AS HUSBAND AND WIFE

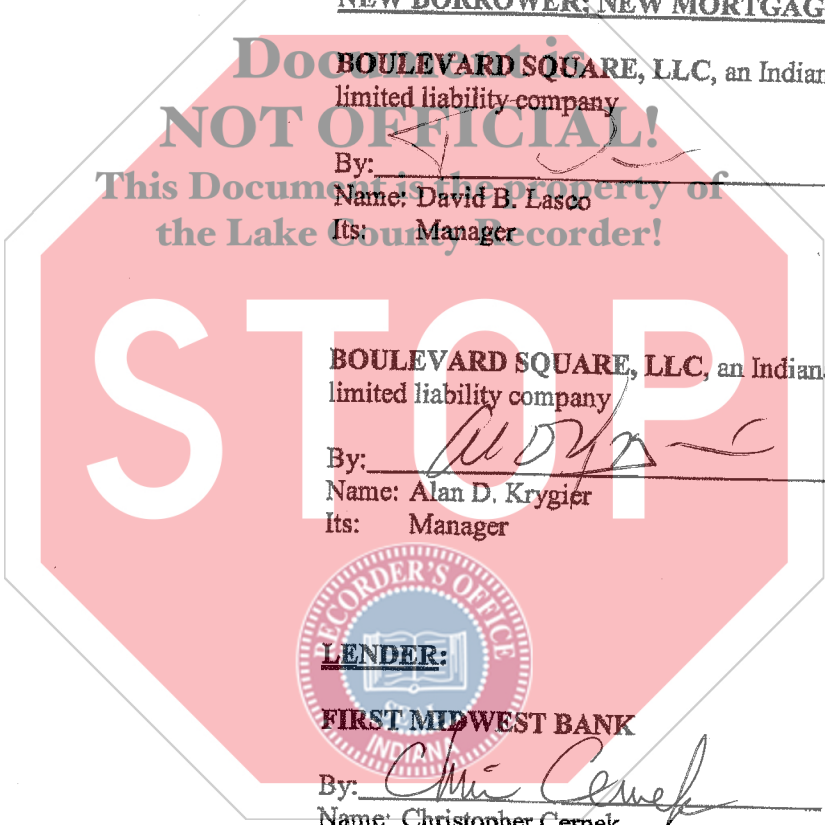
AUTOMOTIVE PARTNERS, L.P., an Indiana limited partnership

By: _____
Name: _____
Its: General Partner

BANK INVESTORS, L.P., an Indiana limited partnership

By: _____
Name: _____
Its: General Partner

NEW BORROWER; NEW MORTGAGOR:



BOULEVARD SQUARE, LLC, an Indiana limited liability company

By: _____
Name: David B. Lasco
Its: Manager

BOULEVARD SQUARE, LLC, an Indiana limited liability company

By: _____
Name: Alan D. Krygier
Its: Manager



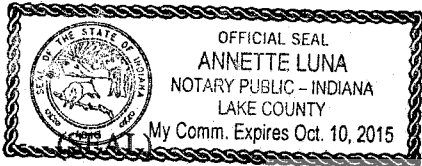
LENDER:
FIRST MIDWEST BANK

By: _____
Name: Christopher Cernek
Its: Vice President

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

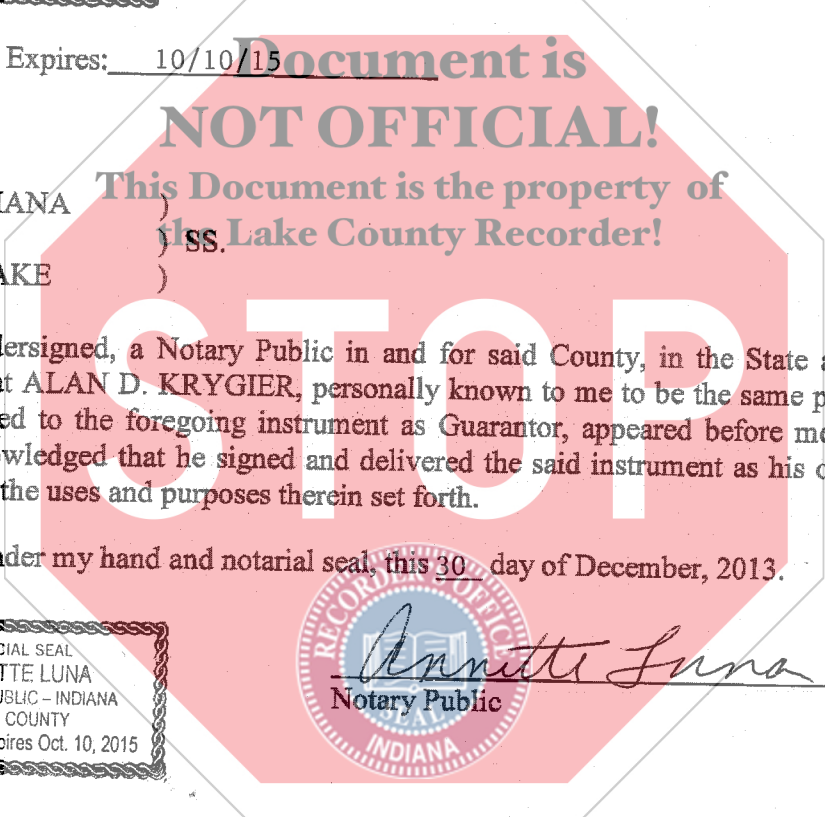
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alan D. Krygier, the Manager of BOULEVARD PARTNERS LLC, an Indiana limited liability company ("Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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 the Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30 day of December, 2013.



Annette Luna
Notary Public

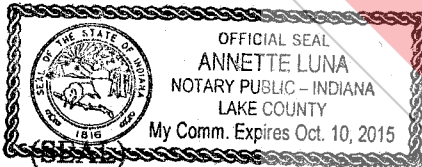
My Commission Expires: 10/10/15



STATE OF INDIANA)
) SS. This Document is the property of
COUNTY OF LAKE) the Lake County Recorder!

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ALAN D. KRYGIER, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Guarantor, 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 30 day of December, 2013.



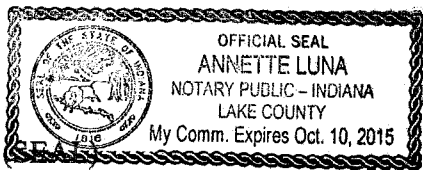
Annette Luna
Notary Public

My Commission Expires: 10/10/15

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAVID B. LASCO AND MARY LASCO, HUSBAND AND WIFE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30 day of December, 2013.



Annette Luna
Notary Public

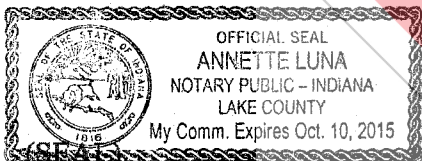
My Commission Expires: 10/10/15

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

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 David Lasco, the General Partner of AUTOMOTIVE PARTNERS, L.P., an Indiana limited partnership ("AP"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner, 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 AP, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30 day of December, 2013.



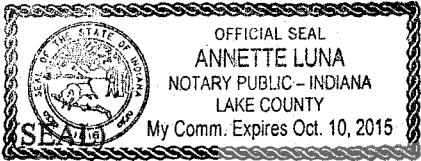
Annette Luna
Notary Public

My Commission Expires: 10/10/15

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

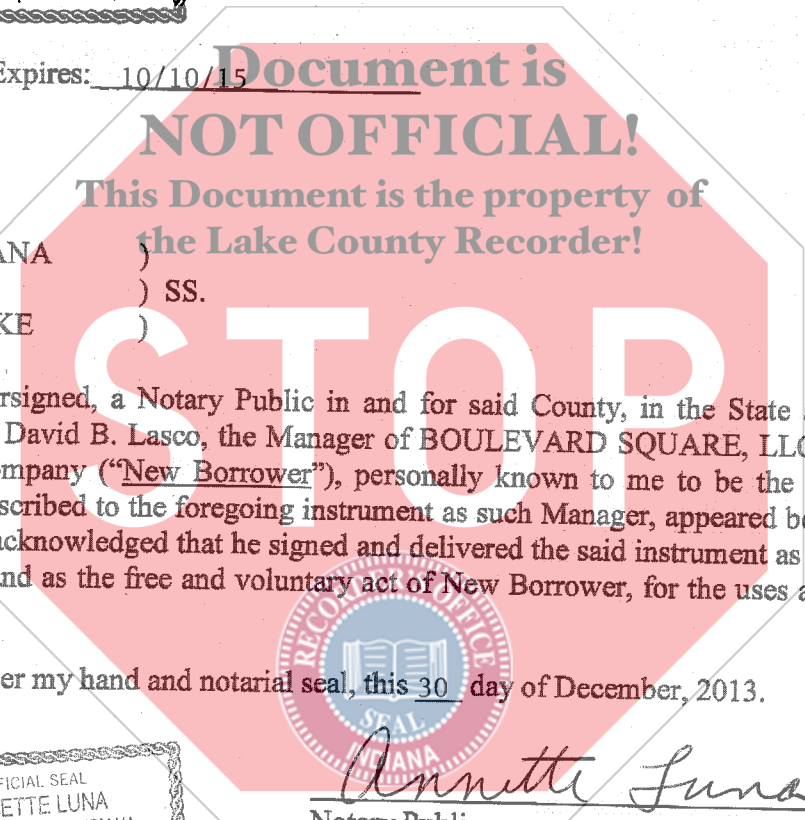
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David Lasco, the General Partner of BANK INVESTORS, L.P., an Indiana limited partnership ("BI"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner, 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 BI, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30 day of December, 2013.



Annette Luna
Notary Public

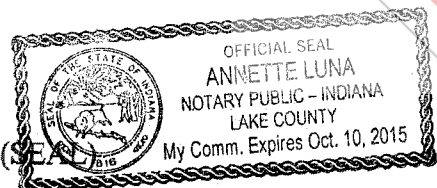
My Commission Expires: 10/10/15



STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David B. Lasco, the Manager of BOULEVARD SQUARE, LLC, an Indiana limited liability company ("New Borrower"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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 New Borrower, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30 day of December, 2013.



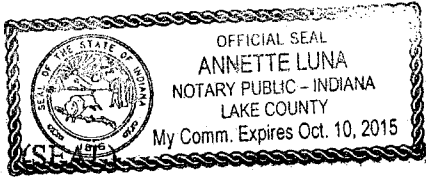
Annette Luna
Notary Public

My Commission Expires: 10/10/15

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

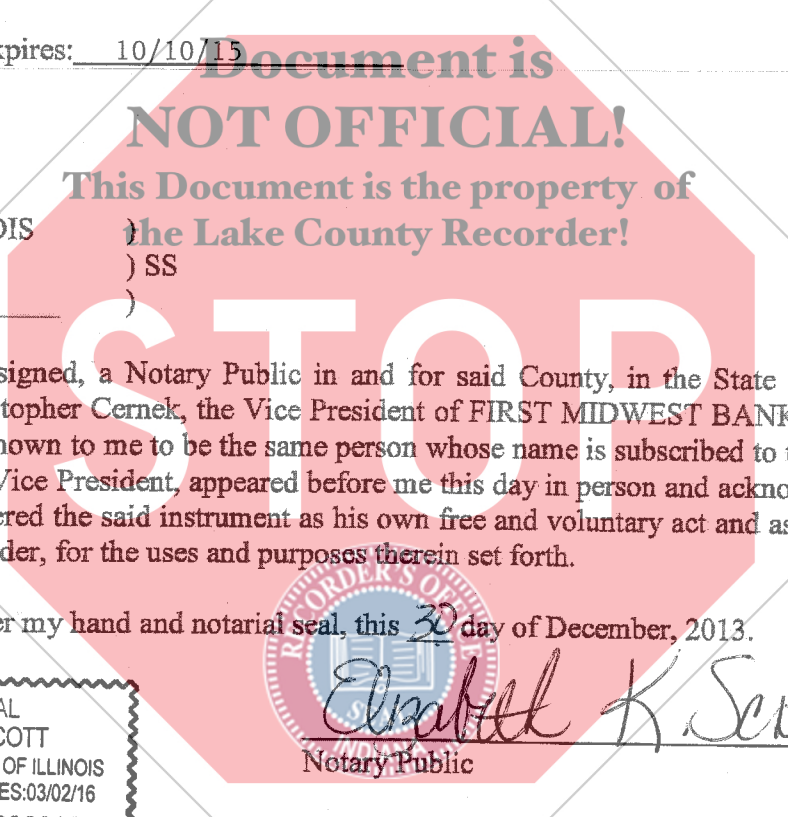
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alan D. Krygier, the Manager of BOULEVARD SQUARE, LLC, an Indiana limited liability company ("New Mortgagor"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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 New Mortgagor, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30 day of December, 2013.



Annette Luna
Notary Public

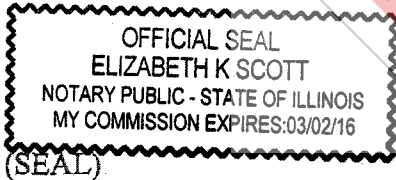
My Commission Expires: 10/10/15



STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify Christopher Cernek, the Vice President of FIRST MIDWEST BANK ("Lender"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such 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 Lender, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30 day of December, 2013.



Elizabeth K. Scott
Notary Public

My Commission Expires: 3-2-16

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN MENARDS RESUBDIVISION OF PART OF LOT 3, OF THE RESUBDIVISION OF LOT 1, DEERCREEK PARK, UNIT THREE, AS SHOWN IN PLAT BOOK 81, PAGE 27. EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF INDIANA FOR HIGHWAY PURPOSES, BY WARRANTY DEED RECORDED JUNE 10, 2002 AS DOCUMENT NO. 2002 053098 AND DESCRIBED AS FOLLOWS:

A PART OF LOT L IN MENARDS RESUBDIVISION OF PART OF LOT 3, OF THE RESUBDIVISION OF LOT 1, DEERCREEK PARK, UNIT THREE, AN ADDITION TO THE TOWN OF SCHERERVILLE, INDIANA, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 81, PAGE 27, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTOR'S LAND LYING WITHIN THE RIGHT OF WAY LINES DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLAT MARKED AS EXHIBIT "B", DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT, SAID NORTHEAST CORNER BEING DESIGNATED AS POINT "2261" ON SAID PARCEL PLAT; THENCE SOUTH 0 DEGREES 55 MINUTES 41 SECONDS EAST 66.517 METERS (218.23 FEET) ALONG THE EAST LINE OF SAID LOT TO A CORNER OF SAID LOT; THENCE NORTH 89 DEGREES 04 MINUTES 19 SECONDS EAST 4.572 METERS (15.00 FEET) ALONG A NORTH LINE OF SAID LOT TO A CORNER OF SAID LOT; THENCE SOUTH 0 DEGREES 55 MINUTES 41 SECONDS EAST 91.675 METERS (300.77 FEET) ALONG THE EAST LINE OF SAID LOT TO A CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES 04 MINUTES 19 SECONDS WEST 7.023 METERS (23.04 FEET) ALONG A SOUTH LINE OF SAID LOT TO POINT "2397" DESIGNATED ON SAID PARCEL PLAT; THENCE NORTH 0 DEGREES 02 MINUTES 25 SECONDS WEST 158.210 METERS (519.06 FEET) AT THE POINT OF BEGINNING.

PIN NO.: 45-11-08-279-001.000-036

ADDRESS: 1000 US ROUTE 41, SCHERERVILLE, INDIANA

