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THIS INSTRUMENT PREPARED BY:

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

2014 026664

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 MAY 13 AM 8:56

MICHAEL B. BROWN
RECORDER

AFTER RECORDING RETURN TO:

➔

The PrivateBank and Trust Company
70 W. Madison Street
Chicago, Illinois 60602

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
NOT OFFICIAL!

**MODIFICATION TO REAL ESTATE MORTGAGE, ASSIGNMENT
OF RENTS, SECURITY AGREEMENT AND UCC FIXTURE FILING**

This Agreement entered into as of February 1, 2014 by and among LAKE COUNTY LAND TRUST COMPANY (as successor trustee to North Star Trust Company, successor to Harris, N.A., successor to Mercantile National Bank of Indiana), as trustee under trust agreement dated November 7, 2003 and known as Trust No. 6793-LT (the "Trustee"), LAFOX PROPERTIES PARTNERSHIP, an Illinois general partnership ("LaFox"), MURRAY INVESTMENT GROUP, LLC - CORPORATE LAKE SERIES, an Illinois limited liability company ("Murray") (collectively, LaFox and Murray are referred to as the "Beneficiaries"; and the Beneficiaries and Trustee are referred to as "Mortgagor"), and THE PRIVATEBANK AND TRUST COMPANY (the "Mortgagee"), having an address of 70 W. Madison Street, Chicago, Illinois 60602.



RECITALS:

A. Mortgagor executed a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing, recorded on December 18, 2003 as Document No. 2003-132988 in the Office of the Recorder of Lake County, Indiana, as amended by the Loan Modification Agreement dated January 20, 2004 and recorded on February 6, 2004 as Document No. 2004-010787, and the Second Loan Modification Agreement dated May 1, 2004 and recorded on June 15, 2004 as Document No. 2004-049660 (the "Mortgage"), which Mortgage encumbers property located

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3 Refs
NON-CON

at 707 E. 80th Place, Merrillville, Indiana and as described on Exhibit A attached hereto (the "Property").

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 \$4,230,000, together with all renewals, extensions, modifications and consolidations thereof, and all substitutions therefor;

C. Mortgagor 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. Note No. 2. Note No. 2 is hereby replaced in its entirety by the Amended and Restated Promissory Note in the amount of \$609,080.39 ("Amended and Restated Note No. 2"), a copy of which is attached hereto as Exhibit B. Mortgagor expressly agrees that the Mortgage secure Amended and Restated Note No. 2 any and all extensions, renewals and modifications thereof and substitutions therefor, and any other sums, liabilities or indebtedness as set forth in the Mortgage.

2. Representation, Warranties and Covenants. To induce Mortgagee to enter into this Amendment, Mortgagor hereby represents, warrants and covenants to Mortgagee that:

(a) The representations and warranties made by Mortgagor in the Mortgage are true and correct in all material respects on and as of the date hereof, before and after giving effect to the effectiveness of this Amendment, as if made on and as of the date hereof, other than those that relate to an earlier or specific date.

(b) Mortgagor has the power and authority, and the legal right, to make and deliver this Amendment and to perform all of Mortgagor's obligations under the Mortgage, as amended by this Amendment.

(c) When executed and delivered, this Amendment and the Mortgage will constitute legal, valid and binding obligations of Mortgagor, enforceable against Mortgagor, in accordance with its terms, except as affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

3. 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. Mortgagor hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage.

4. Exculpation. This Modification of Mortgage and Assignment of Rents is executed by LAKE COUNTY LAND 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 Mortgagee 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.


LAKE COUNTY LAND TRUST COMPANY, as trustee


By: SEE SIGNATURE PAGE ATTACHED
Its: _____

Document
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This Document is the property of
the Lake County Recorder's Office

STOP

LAFOX PROPERTIES PARTNERSHIP,
an Illinois General Partnership

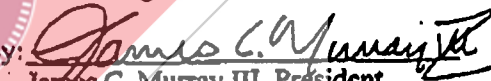
BY: 
Richard W. Hansen

BY: 
James C. Murray, II, pursuant to
Power of Attorney from Joan Murray
Webster dated 2/28/2000

The above are authorized signatories on behalf of LaFox Properties Partnership pursuant to that certain Partnership Agreement for LaFox Properties Partnership dated 3/13/2000

RECORDED
MURRAY INVESTMENT GROUP, LLC -
CORPORATE LAKE SERIES

By: JCMV Management, Inc., its manager

By: 
James C. Murray III, President

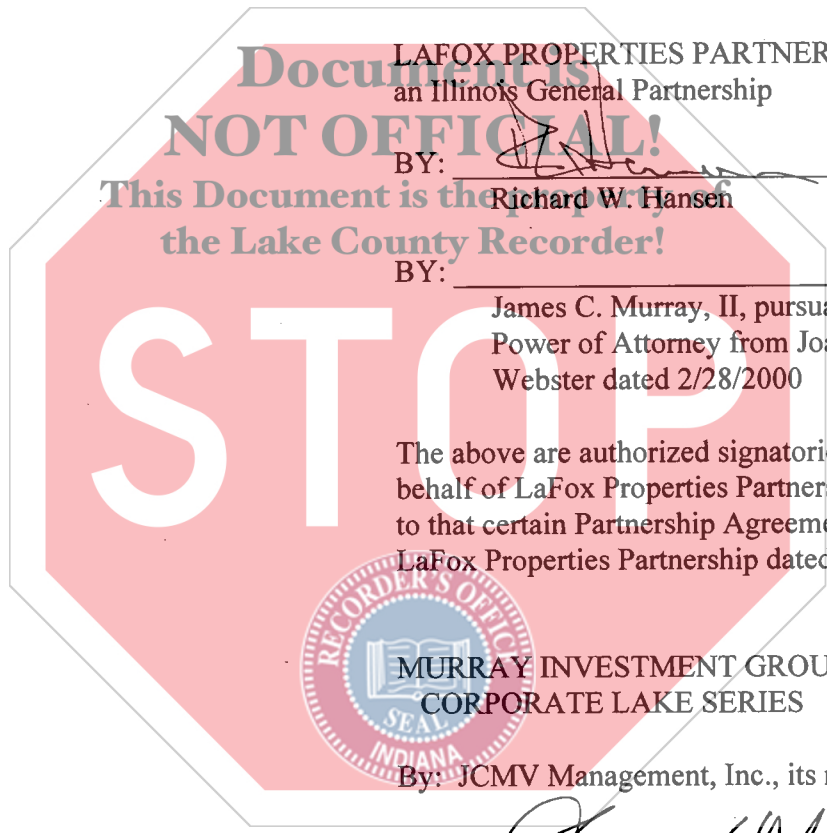
RECORDER
SEAL
INDIANA

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 Mortgagee 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.

LAKE COUNTY LAND TRUST COMPANY, as trustee

By: _____
Its: _____



LAFOX PROPERTIES PARTNERSHIP,
an Illinois General Partnership

BY: [Signature]
Richard W. Hansen

BY: _____
James C. Murray, II, pursuant to
Power of Attorney from Joan Murray
Webster dated 2/28/2000

The above are authorized signatories on
behalf of LaFox Properties Partnership pursuant
to that certain Partnership Agreement for
LaFox Properties Partnership dated 3/13/2000



MURRAY INVESTMENT GROUP, LLC -
CORPORATE LAKE SERIES

By: JCMV Management, Inc., its manager

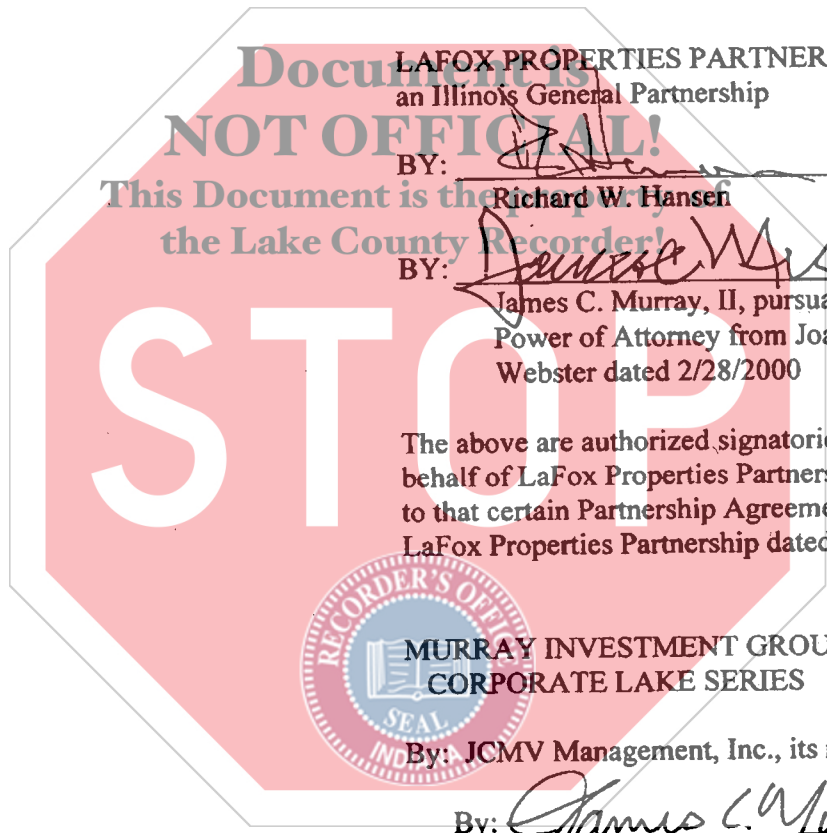
By: [Signature]
James C. Murray III, President

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 Mortgagee 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.

LAKE COUNTY LAND TRUST COMPANY, as trustee

By: _____
Its: _____



LAFOX PROPERTIES PARTNERSHIP,
an Illinois General Partnership

BY: [Signature]
Richard W. Hansen

BY: [Signature]
James C. Murray, II, pursuant to
Power of Attorney from Joan Murray
Webster dated 2/28/2000

The above are authorized signatories on
behalf of LaFox Properties Partnership pursuant
to that certain Partnership Agreement for
LaFox Properties Partnership dated 3/13/2000

MURRAY INVESTMENT GROUP, LLC -
CORPORATE LAKE SERIES

By: JCMV Management, Inc., its manager

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

THE PRIVATE BANK AND TRUST
COMPANY

By: 

Its: Managing Director



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.


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 representations 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.

The information contained in this instrument has been furnished to the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by Trust Officer this 1st day of February, 2014.

LAKE COUNTY TRUST COMPANY, not personally but as Successor Trustee to North Star Trust Company, Successor Trustee to Harris N.A., Successor to Mercantile National Bank of Indiana, as Trustee under the provisions of a Trust Agreement dated November 7, 2003 and known as Trust No. HTHA 6793-LT.

By:



Donna LaMere, 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 Donna LaMere, Trust Officer of the 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 and seal this 1st day of March, 2014.



Olivia Penix
Olivia Penix, Notary Public

My Commission expires: 02-27-2020

LaPorte County, IN. resident



STATE OF INDIANA)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of LAKE COUNTY LAND 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 _____, 201__

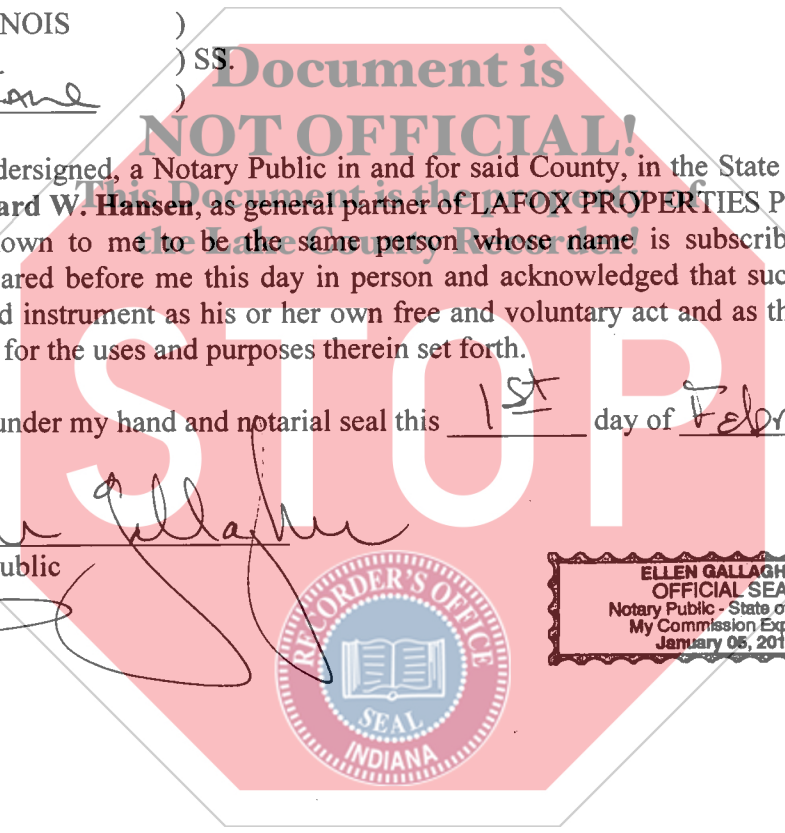
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF Kane)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Richard W. Hansen**, as general partner of LAFOX PROPERTIES PARTNERSHIP, 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 person signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of February, 2014

Ellen Gallagher
Notary Public



STATE OF FLORIDA)
) 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 II**, as authorized signatory of LAFOX PROPERTIES PARTNERSHIP, 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 person signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 201__

Notary Public

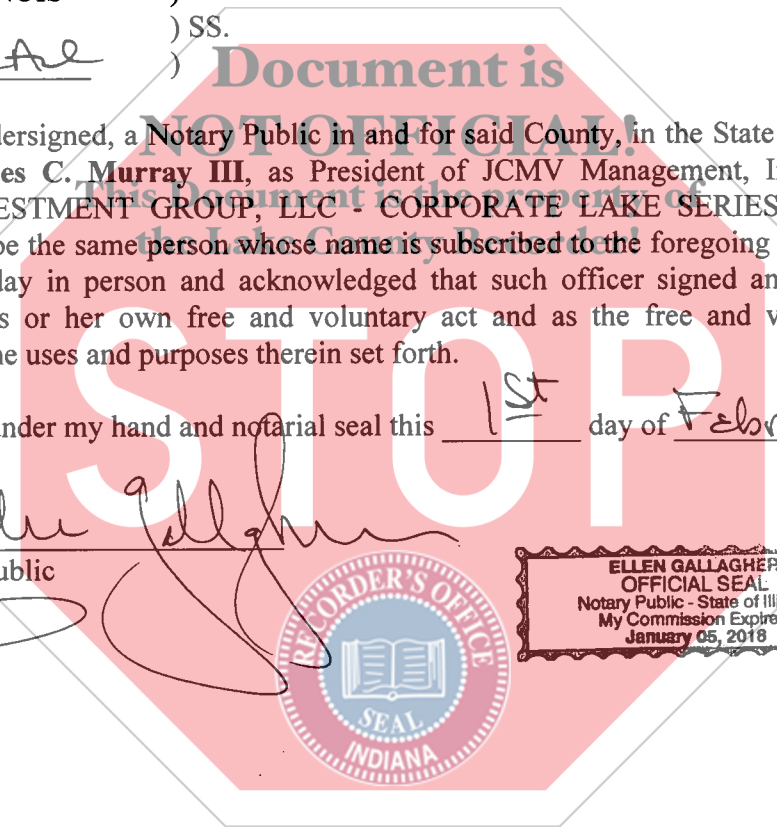
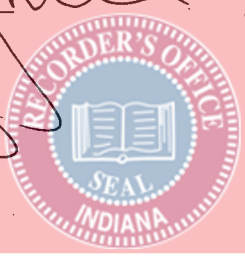
STATE OF ILLINOIS)
) SS.
COUNTY OF Lae)

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 1st day of February, 2014

Ellen Gallagher
Notary Public

ELLEN GALLAGHER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
January 05, 2018

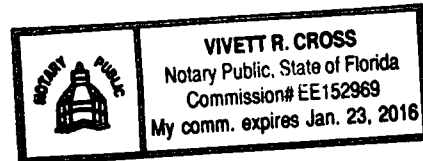


STATE OF FLORIDA)
) SS.
COUNTY OF Sumter)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **James C. Murray II**, as authorized signatory of LAFOX PROPERTIES PARTNERSHIP, 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 person signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of MARCH, 2014

Vivett R. Cross
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF LaSalle)

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 1st day of February, 2014

Ellen Gallagher
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 Jane Kachadurian of THE PRIVATEBANK AND TRUST COMPANY, as Managing Director 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 28th day of March, 2014

FR#GSC

Notary Public

Official Seal
Paul F. Grusocki
Notary Public - State of Illinois
My Commission Expires: 06/06/16

NOTARIAL!
This document is the property of
the Lake County Recorder!

STOP



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

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

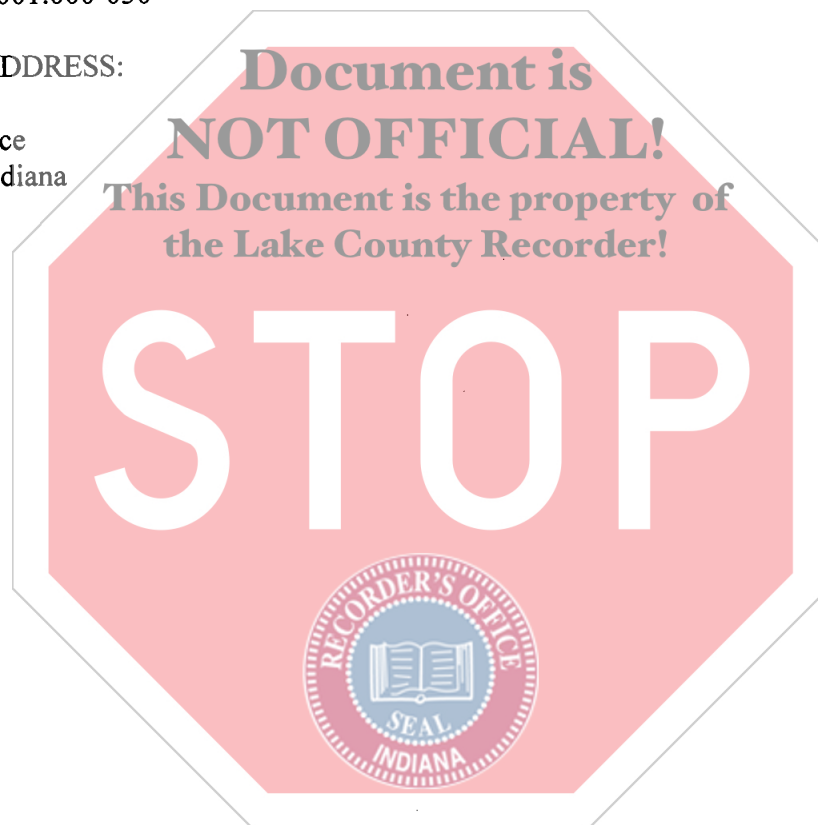


Exhibit B

Amended and Restated Promissory Note



AMENDED AND RESTATED PROMISSORY NOTE

\$609,080.39

Date: as of February 1, 2014
Due Date: February 1, 2016

This Note is made as of February 1, 2014, by LAKE COUNTY LAND TRUST COMPANY (as successor trustee to North Star Trust Company, successor to Harris, N.A., successor to Mercantile National Bank of Indiana), as trustee under trust agreement dated November 7, 2003 and known as Trust No. 6793-LT (the "Trustee"), LAFOX PROPERTIES PARTNERSHIP, an Illinois general partnership ("LaFox"); MURRAY INVESTMENT GROUP, LLC - CORPORATE LAKE SERIES, an Illinois limited liability company ("Murray") (collectively, LaFox and Murray are referred to as the "Beneficiaries", and the Beneficiaries and Trustee are referred to as "Borrowers"), jointly and severally, in favor of THE PRIVATEBANK AND TRUST COMPANY, having an address of 70 W. Madison, Chicago, Illinois 60602.

A. Trustee, LaFox and certain other parties executed and delivered to the Lender that certain Promissory Note dated November 20, 2003 in the original principal amount of \$2,413,008, as amended by the Promissory Note dated January 30, 2004 in the principal amount of \$806,162.20 and the Promissory Note dated April 30, 2004 in the principal amount of \$803,723.96 (the "Original Note"), of which \$609,080.39 is outstanding as of the date hereof;

B. The Original Note is secured by, among other things, the following:

1. Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing, as amended from time to time, signed by the Trustee and encumbering property located at 707 E. 80th Place, Merrillville, Indiana (the "Mortgage");
2. Loan Agreement dated November 20, 2003, as amended from time to time (the "Loan Agreement");
3. Collateral Assignment of Beneficial Interest in Land Trust dated November 20, 2003 (the "ABI") (collectively, the Mortgage, Loan Agreement, ABI and any other agreement or instrument, now existing or hereafter entered into, which secures or otherwise relates to this Note are referred to herein as the "Loan Documents");

C. The Borrowers have requested that the Lender extend the maturity date and modify certain terms of the Original Note, and the Lender has agreed to such request subject to the terms set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the Borrowers hereby amend and restate the Original Note in its entirety as follows:

FOR VALUE RECEIVED, the LAKE COUNTY LAND TRUST COMPANY (as successor trustee to North Star Trust Company, successor to Harris, N.A., successor to Mercantile National Bank of Indiana), as trustee under trust agreement dated November 7, 2003 and known as Trust No. 6793-LT (the "Trustee"), LAFOX PROPERTIES PARTNERSHIP, an Illinois general partnership ("LaFox"), MURRAY INVESTMENT GROUP, LLC - CORPORATE LAKE SERIES, an Illinois limited liability

company ("Murray") (collectively, LaFox and Murray are referred to as the "Beneficiaries"; and the Beneficiaries and Trustee are referred to as the "Borrowers"), jointly and severally, hereby promise to pay to the order of THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of SIX HUNDRED NINE THOUSAND EIGHTY AND 39/100 DOLLARS (\$609,080.39) or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid at the rate of four and 125/1000 percent (4.125%) per annum.

Payments on account of this Note shall be made as follows:

(a) On March 1, 2014 and continuing on the first day of each succeeding month to and including February 1, 2016, there shall be paid on account of this Note the amount of \$4,826.79, which shall be applied first to interest and the balance to principal.

(b) On February 1, 2016 ("Maturity Date"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

Interest shall be calculated and paid on the basis of a calendar year having three hundred sixty (360) days and shall be paid for the actual days outstanding.

This Note may be prepaid, in whole or in part, without premium or penalty, and all accrued interest hereon shall be payable and shall be paid on the date of prepayment.

Payment upon this Note shall be made in lawful money of the United States at such place as the Holder of this Note may from time to time in writing appoint and in the absence of such appointment, shall be made at the offices of The PrivateBank and Trust Company, 70 W. Madison, Chicago, Illinois 60602.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest is not paid within ten (10) days after the date the same is due, the undersigned promises to pay a late charge ("Late Charge") of five percent (5%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

This Note amends and restated in its entirety the Original Note and is executed pursuant to that certain Third Loan Modification Agreement ("Modification") executed concurrently herewith.

At the election of the Holder hereof, without notice, the principal sum remaining unpaid hereon, together with accrued interest, shall be and become at once due and payable in the case of default in the payment of principal or interest when due in accordance with the terms hereof or upon the occurrence of any "Event of Default" under the Mortgage, Loan Agreement and/or other Loan Documents.

Under the provisions of the Mortgage, Loan Agreement and Loan Documents, the unpaid balance hereunder may, at the option of the Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Mortgage, Loan Agreement and

Loan Documents are, by this reference, incorporated herein in their entirety and notice is given of such possibility of acceleration.

The principal hereof, including each installment of principal shall bear interest after the occurrence of an event of default, not cured within the applicable cure period, at the annual rate (herein called the "Default Rate") determined by adding four percent (4%) to the interest rate then required to be paid, as above provided, on the principal balance.

Borrowers waive notice of default, presentment, notice of dishonor, protest and notice of protest. If this Note is placed in the hands of an attorney for collection or is collected through any legal proceeding, the undersigned promise to pay all costs incurred by Bank in connection therewith including, but not limited to, court costs, litigation expenses and attorneys' fees.

Payments received on account of this Note shall be applied first to the payment of any amounts due pursuant to the next preceding paragraph, second to interest and Late Charges and the balance to principal.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrowers, escrowees or otherwise for the benefit of Borrowers shall, for all purposes, be deemed outstanding hereunder and received by Borrowers as of the date of such mailing, wire transfer or other delivery, and interest shall accrue and be payable upon such funds from and after the date of such mailing, wire transfer or other delivery until repaid to Holder, notwithstanding the fact that such funds may not at any time have been remitted by escrowees to Borrowers.

Borrowers knowingly, voluntarily and intentionally waives irrevocably the right it may have to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in connection with this Note, Mortgage, Loan Agreement or any of the other obligations or the collateral secured by the Loan Documents, or any agreement, executed or contemplated to be executed in conjunction herewith or any course of conduct or course of dealing, in which Holder and Borrowers are adverse parties. This provision is a material inducement for Holder in granting any financial accommodation to Borrowers, or either of them.

Borrowers hereby irrevocably submit to the jurisdiction of any state or federal court sitting in Chicago, Illinois over any action or proceeding based hereon and Borrowers hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in such state or federal court. Borrowers hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Borrowers irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Borrowers at their addresses as specified in the records of Holder. Borrowers agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

Borrowers agree not to institute any legal action or proceeding against Holder or the directors, officers, employees, agents or property thereof, in any court other than the one hereinabove specified. Nothing in this Section shall affect the right of Holder to serve legal process in any other manner

permitted by law of affect the right of Holder to bring any action or proceeding against Borrowers or their property in the courts of any other jurisdictions.

Exculpation. This Note is executed by 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 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 the Holder 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 this Note shall look solely to any collateral granted as security for the Note.

IN WITNESS WHEREOF, Borrowers have executed this Note as of the date set forth above.

LAKE COUNTY LAND TRUST COMPANY, as trustee
under Trust Agreement dated November 7, 2003 and
and known as Trust No. 6793-LT

By: SEE SIGNATURE PAGE ATTACHED

Document is

NOT OFFICIAL!

This Document is not
the Lake County Recorder's

LAFOX PROPERTIES PARTNERSHIP,
an Illinois General Partnership

Richard W. Hansen

BY: [Signature]
James C. Murray, II, pursuant to
Power of Attorney from Joan Murray
Webster dated 2/28/2000.

The above are authorized signatories on
behalf of LaFox Properties Partnership pursuant
to that certain Partnership Agreement for
LaFox Properties Partnership dated 3/13/2000.



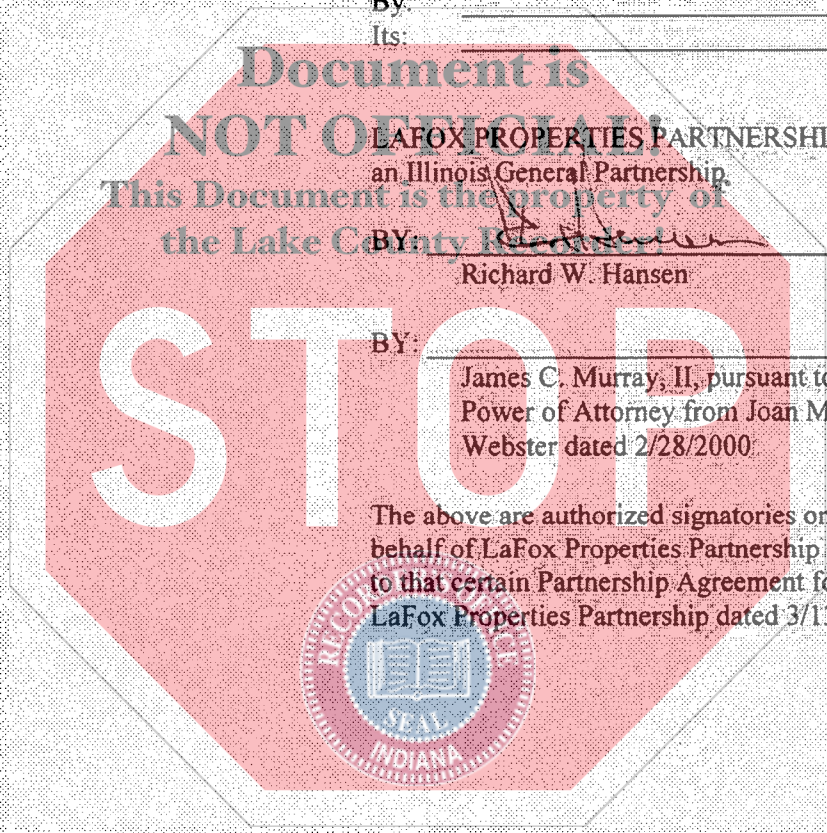
permitted by law of affect the right of Holder to bring any action or proceeding against Borrowers or their property in the courts of any other jurisdictions.

Exculpation. This Note is executed by 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 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 the Holder 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 this Note shall look solely to any collateral granted as security for the Note.

IN WITNESS WHEREOF, Borrowers have executed this Note as of the date set forth above.

LAKE COUNTY LAND TRUST COMPANY, as trustee
under Trust Agreement dated November 7, 2003 and
and known as Trust No. 6793-LT

By: _____
Its: _____



LAFOX PROPERTIES PARTNERSHIP,
an Illinois General Partnership.
BY: _____
Richard W. Hansen

BY: _____
James C. Murray, II, pursuant to
Power of Attorney from Joan Murray
Webster dated 2/28/2000.

The above are authorized signatories on
behalf of LaFox Properties Partnership pursuant
to that certain Partnership Agreement for
LaFox Properties Partnership dated 3/13/2000.

permitted by law of affect the right of Holder to bring any action or proceeding against Borrowers or their property in the courts of any other jurisdictions.

Exculpation. This Note is executed by 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 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 the Holder 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 this Note shall look solely to any collateral granted as security for the Note.

IN WITNESS WHEREOF, Borrowers have executed this Note as of the date set forth above.


LAKE COUNTY LAND TRUST COMPANY, as trustee
under Trust Agreement dated November 7, 2003 and
and known as Trust No. 6793-LT

By: _____
Its: _____

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

LAFOX PROPERTIES PARTNERSHIP,
an Illinois General Partnership

BY: 
Richard W. Hansen

BY: 
James C. Murray, II, pursuant to
Power of Attorney from Joan Murray
Webster dated 2/28/2000

The above are authorized signatories on
behalf of LaFox Properties Partnership pursuant
to that certain Partnership Agreement for
LaFox Properties Partnership dated 3/13/2000



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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 representations 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.

The information contained in this instrument has been furnished by the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by Trust Officer this 1st day of February, 2014.

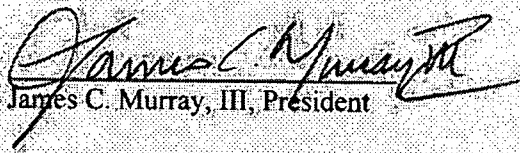
LAKE COUNTY TRUST COMPANY, not personally but as Successor Trustee to North Star Trust Company, Successor Trustee to Harris N.A., Successor to Mercantile National Bank of Indiana, as Trustee under the provisions of a Trust Agreement dated November 7, 2003 and known as Trust No. HTHA 6793-LT.

By:


Donna LaMere, Trust Officer

MURRAY INVESTMENT GROUP, LLC—
CORPORATE LAKE SERIES, an Illinois
limited liability company

By: JCMV Management, Inc., an Illinois
corporation

By: 
James C. Murray, III, President

