THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Holland & Knight LLP 131 S. Dearborn Street 30th Floor Chicago, Illinois 60603 Francis L. Keldermans, Esq. 2014 080400

STATE OF INCLUSION LAKE COUNTY FILED FOR RECURE

2014 DEC 18 AN 8:39

MICHAEL B. BROWN RECORDER

Receipt # T20140029534

Karen A. Stukel Will County Recorder Time 09:43:11

Date 10/30/2014 Recording Fees:

\$50.75

IL Rental Hsng. Support Program:

EIGHTH MODIFICATION OF LOAN DOCUMENTS

THIS EIGHTH MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 5th day of August, 2014, by and among 85 WILMINGTON LLC, an Illinois limited liability company ("Borrower"), JAMES P. AVGERIS ("Avgeris") and the J.C.A. GIFT TRUST dated July 9, 1992 (the "Trust"), 2100 GARY L.L.C., a Delaware limited liability company ("Gary") (hereinafter Avgeris, the Trust and Gary are referred to individually as a "Guarantor" and collectively as the "Guarantors"); and BMO HARRIS BANK, N.A., a national banking association, as successor-in-interest to AMCORE Bank, N.A., a national banking association (together with its successors and assigns, "Lender").

This Document is the property of the Lake ELLT & DS corder!

Lender has heretofore made a loan ("Loan") to Borrower and 2500 Highland LLC, an Illinois limited liability company ("Highland") (Borrower and Highland collectively referred to as "Initial Borrower") in the principal amount of Four Million Nine Hundred Eighty-Seven Thousand Five Hundred and No/100 Dollars (\$4,987,500.00) pursuant to the terms and conditions of a Loan Agreement dated as of October 12, 2007 between Initial Borrower and Lender (the "Initial Loan Agreement"), as evidenced by a Promissory Note dated as of October 12, 2007, in the principal amount of the Loan made payable by Initial Borrower to the order of Lender ("Initial Note").

The Note (as hereinafter defined) is secured by, among other things, (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated October 12, 2007 made by Initial Borrower to Lender recorded with the Recorder of Deeds in Will, County, Illinois (the "Recorder's Office") on October 22, 2007, as Document No. R2007155761 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described and described on Exhibit A hereto ("Property"), (ii) a Guaranty ("Initial Guaranty") dated October 12, 2007, from Avgeris and the Trust to Lender, (iii) an Environmental Indemnity Agreement ("Indemnity Agreement") dated October 12, 2007 from Initial Borrower, Avgeris and the Trust to Lender, and (iv) certain other loan documents (the Note, the Mortgage, the Guaranty (as hereinafter defined), the Indemnity Agreement and all

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 October 12, 2009, Initial Borrower, Avgeris, the Trust and Lender entered into a First Modification of Loan Documents ("First Modification") in order to, among other things, extend the maturity date of the Initial Note to January 12, 2010. In connection therewith, Initial Borrower executed and delivered to Lender that First Amended and Restated Promissory Note ("First Amended Note") dated October 12, 2009, payable to the order of Lender in the principal amount of Four Million Nine Hundred Eighty-Seven Thousand Five Hundred and No/100 Dollars (\$4,987,500.00).
- D. On or about December 31, 2009, Highland executed a quit claim deed whereby it conveyed and quitclaimed Highland's forty-five percent (45%) interest in the Property to Borrower. As a result, Borrower became, and to this day remains, the sole owner of the Property.
- E. On or about January 12, 2010, Borrower, Avgeris, the Trust and Lender entered into a Second Modification of Loan Documents ("Second Modification") in order to, among other things, extend the maturity date of the Loan to April 12, 2010. In connection therewith, Borrower executed and delivered to Lender that Second Amended and Restated Promissory Note dated January 12, 2010 ("Second Amended Note"), payable to the order of Lender in the principal amount of Four Million Nine Hundred Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$4,987,500.00).
- F. Lender has heretofore made a loan ("J.C.A. Loan") to the Trust in the original principal amount of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) pursuant to the terms and conditions of a Commercial Loan Agreement dated as of October 30, 2006 between the Trust and Lender, (as amended from time to time, the "J.C.A. Loan Agreement"), as evidenced by a Promissory Note dated as of October 30, 2006, in the principal amount of the J.C.A. Loan made payable by the Trust to the order of Lender (as amended from time to time, the "J.C.A. Note").
- G. The J.C.A. Note is secured by, among other things, that certain Assignment of Deposit/Share Account dated as of October 30, 2006 ("J.C.A. Assignment"), pursuant to which the Trust assigned to and granted Lender a security interest in account number 9801711154 held by the Trust at Lender ("Collateral Account"), and that certain Junior Mortgage, Assignment of Leases and Rents and Fixture Filing dated April 30, 2010, made by Borrower in favor of Lender recorded August 10, 2010 as document number R2010080916 ("Junior Mortgage"), which Junior Mortgage encumbers the Property.
- H. On or about April 12, 2010, Borrower, Avgeris, the Trust and Lender entered into a Third Modification of Loan Documents ("Third Modification") in order to, among other things, (i) extend the maturity date of the Loan to August 5, 2010, and (ii) provide for the cross-collateralization and cross-default of the Loan and the J.C.A. Loan. In connection therewith, Borrower executed and delivered to Lender that Third Amended and Restated Promissory Note dated April 12, 2010 ("Third Amended Note"), payable to the order of Lender in the principal



amount of Four Million Nine Hundred Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$4,987,500.00).

- On or about August 5, 2010, Borrower, Guarantor and Lender entered into a Fourth Modification of Loan Documents ("Fourth Modification") in order to, among other things, (i) extend the maturity date of the Loan to August 5, 2011, and (ii) provide additional collateral as follows: first-priority mortgage dated as of August 5, 2010 with respect to real property commonly known as 2100 East 15th Avenue, Gary, Indiana and legally described on Exhibit B hereto, made by Gary in favor of Lender and recorded on August 11, 2011 as document number 2011 043067 ("Indiana Mortgage") and Assignment of Rents dated as of August 5, 2010 with respect to the real property described on Exhibit B hereto, made by Gary in favor of Lender and recorded on August 11, 2011 as document number 2011 043068 ("Indiana Assignment of Rents"). In conjunction with and as a condition precedent to the Fourth Modification, Gary executed and delivered to Lender a guaranty of the Loan, the Note, and all of the other Loan Documents ("Gary Guaranty") (hereinafter the initial Guaranty and the Gary Guaranty are collectively referred to as the "Guaranty"). In connection therewith, Borrower executed and delivered to Lender that Fourth Amended and Restated Promissory Note dated August 5, 2010 ("Fourth Amended Note"), payable to the order of Lender in the principal amount of Four Million Nine Hundred Eighty Seven Thousand Two Hundred Fifty Four and 17/100 Dollars (\$4,987,254.17).
- J. On or about August 5, 2011, Borrower, Guarantor and Lender entered into a Loan Amendment Agreement ("Fifth Modification") in order to, among other things to extend the maturity date of the Loan to August 5, 2012.
- K. On or about August 5, 2012, Borrower, Guarantor and Lender entered into a Loan Amendment Agreement ("Sixth Modification") in order to, among other things to extend the maturity date of the Loan to August 5, 2013.
- L. On or about August 5, 2013, Borrower, Guarantor and Lender entered into a Loan Amendment Agreement ("Seventh Modification") in order to, among other things to extend the maturity date of the Loan to August 5, 2014.
- M. The Initial Loan Agreement, First Modification, Second Modification, Third Modification, Fourth Modification, Fifth Modification, Sixth Modification, Seventh Modification and this Agreement are collectively referred to as the "Loan Agreement". All capitalized terms used but not specifically defined herein shall have the respective meanings set forth in the Loan Agreement.
- N. Concurrent herewith, Borrower desires to amend the Loan Documents in order to, among other things, further extend the maturity date of the Loan to August 5, 2015 (the "Extension"). In connection therewith, Borrower will execute and deliver to Lender a Fifth Amended and Restated Promissory Note of even date herewith payable to the order of Lender in the principal amount of the Three Million Six Hundred Ninety-Eight Thousand Nine Hundred Eighty-Six and 03/100 Dollars (\$3,698,986.03) ("Fifth Amended Note") (hereinafter, the Initial Note, First Amended Note, Second Amended Note, Third Amended Note, Fourth Amended Note and Fifth Amended Note are referred to collectively as the "Note")

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. <u>Maturity Date</u>. The Maturity Date of the Note is extended to August 5, 2015. Any reference in the Note, the Loan Agreement, the Mortgage, the Indiana Mortgage or any other Loan Document to the Maturity Date shall mean August 5, 2015.
- 2. <u>Additional Documents</u>. In connection with and as a condition precedent to the Extension and to this Agreement, Borrower shall execute and deliver, or cause to be executed and delivered to Lender, the following additional documents:
 - (a) Fifth Amended and Restated Promissory Note dated of even date herewith made payable by Borrower to the order of Lender in the principal amount of Three Million Six Hundred Ninety-Eight Thousand Nine Hundred Eighty-Six and 03/100 Dollars (\$3,698,986.03); and
 - (b) Modification of Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated of even date herewith, made by Gary in favor of Lender;
- 3. Principal and Interest. Principal and interest shall be due and payable as set forth in the Note. This Document is the property of
- 4. Extension Fee. In consideration of Lender's agreement to enter into this Agreement and to grant the Extension, Borrower shall pay to Lender a non-refundable extension fee in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) each of which shall be due and payable in full as a condition precedent to the Extension.
- 5. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:
 - (a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof.
 - (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 does 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 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 Borrower, 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 has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.
- (f) Borrower is validly existing under the laws of the State of its 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. This Agreement has been duly executed and delivered on behalf of Borrower.
- 6. <u>Representations and Warranties of Gary</u>. Gary hereby represents, covenants and warrants to Lender as follows:
 - (a) The representations and warranties in the Indiana Mortgage, the Indiana Assignment and the Gary Guaranty are true and correct as of the date hereof.
 - (b) Gary is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement, the Indiana Mortgage, the Indiana Assignment and the Gary Guaranty. This Agreement has been duly executed and delivered on behalf of Gary.
 - (c) Gary has received good and valuable consideration for the granting of the Indiana Mortgage, the Indiana Assignment and the Gary Guaranty to Lender, and Gary will not challenge, defend or otherwise seek to limit its liability or obligations under any of the foregoing documents by reason of want of consideration.
- Reaffirmation of Guaranty. Avgeris, the Trust and Gary each ratify and affirm 7. the Guaranty and agree that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Avgeris, the Trust and Gary in the Guaranty are, as of the date hereof, true and correct and neither Avgeris nor the Trust knows of any default thereunder. The Guaranty continues to be the valid and binding obligation of both Avgeris and the Trust, enforceable in accordance with its terms and neither Avgeris, the Trust, nor Gary have any claims or defenses to the enforcement of the rights and remedies of Lender thereunder. In addition, Avgeris, the Trust and Gary each hereby expressly and unconditionally waives, releases and discharges any and all rights or claims under the Illinois Sureties Act, 740 ILCS 155/0.01 et. seq. ("Illinois Sureties Act"), and further acknowledges and agrees that Lender has no duty or obligation to any Guarantor under the Illinois Sureties Act. Avgeris, the Trust and Gary acknowledge and agree that the failure of any other Guarantor to execute this Agreement (or any of the other Loan Documents) shall not affect, diminish, impinge, amend or alter the Guaranty and such Guaranty shall continue to be the valid and binding obligation of Avgeris, the Trust and Gary, enforceable in accordance with its terms and neither Avgeris nor the Trust have any claims or defenses to the enforcement of the rights and



remedies of Lender thereunder by virtue of the failure of any Guarantor to execute this Agreement.

8. <u>Expenses</u>. As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

9. Miscellaneous.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- (b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, 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.

(c) 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 Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.

- (d) Borrower, 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, 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.
- (e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- (f) 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.

- (g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.
- (h) Time is of the essence of each of Borrower's obligations under this Agreement.
- 8. <u>Trustee Exculpation.</u> This Agreement is executed by the Trustee of the Trust, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing in this Agreement shall be construed as creating any liability on such Trustee personally to perform any express or implied covenant, condition or obligation under this Agreement, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Eighth Modification of Loan Documents dated as of the day and year first above written.

LENDER:

BMO HARRIS BANK, N.A.

a national banking association, as successor-in-interest to AMCORE Bank, N.A., a national banking association

Name: Reema Md horra Title: V.P.

BORROWER:

85 WILMINGTON LLC

an Illinois limited liability company

Stewart W. Mills, Manager

GUARANTORS:

J.C.A. Gift Trust dated July 9, 1992

A TOWN THE WAY

NOT OFFICIAL!

2100 Gary L.L.C., This Document is the property of

a Delaware limited liability company Recorder!

By: Manager Manager

DIAMA III

STATE OF ILLINOIS)
COUNTY OF COOK) .ss)
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Reena Maytoria, a of BMO Harris Bank, N.A., 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.	
GIVEN under my har	nd and Notarial Seal this 30th day of 567., 2014.
	Stuf a-
	Notary Public
My Commission Expires:	119/15 smm
	Documy Stacy A Lewis Notary Public, State of Illinois NOT OFFICIA Notary Public, State of Illinois
STATE OF ILLINOIS his	Document is the property of hesLake County Recorder!
COUNTY OF Dilay)
HEREBY CERTIFY that Stoliability company, is personathe foregoing instrument, a signed and delivered said in therein set forth.	Notary Public in and for said County, in the State aforesaid, DO ewart W. Mills, Manager of 85 Wilmington LLC, an Illinois limited ally known to me to be the same person whose name is subscribed to appeared before me this day in person and acknowledged that he strument as his own free and voluntary act for the uses and purposes and and Notarial Seal this Aday of Sephe Com, 2014. Notary Public
My Commission Expires:	OFFICIAL SEAL CATHERINE E DAVIDSON Notary Public - State of Illinois My Commission Expires May 7, 2016

COUNTY OF Develop) .ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stewart W. Mills, Trustee of J.C.A. Gift Trust dated July 9, 1992, 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

delivered said instrument as his own free and voluntary act for the uses and purposes therein see forth.

GIVEN under my hand and Notarial Seal this day of Server County Public

My Commission Expires:

OFFICIAL SEAL CATHERINE E DAYIDSON Notary Public - State of Illinois Notary

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **James P. Avergis** 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notatial Seal this

of $\mathcal{V}_{\mathcal{Y}}$

_, 2014.

Notary Public

My Commission Expires:

OFFICIAL SEAL CATHERINE E DAVIDSON Notary Public - State of Illinois My Commission Expires May 7, 2016 COUNTY OF Defay) .ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **James P. Avergis, Manager** of **2100 Gary L.L.C.**, 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 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 day of _

2014

Notary Public

My Commission Expires: 5714



EXHIBIT A

THE PROPERTY

THAT PART OF THE NORTHEAST 1/4 AND ALSO THAT PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST 590.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00 DEGREES 41 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF THE WEST 590.00 FEET OF SAID NORTHEAST 1/4,1214.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 41 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF THE WEST 590.00 FEET OF SAID NORTHEAST 1/4 AND ALSO ALONG THE EAST LINE OF THE WEST 590.00 FEET OF SAID SOUTHEAST 1/4 ,1685.67 FEET TO A POINT ON THE CENTERLINE OF FORKED CREEK; THENCE SOUTH 82 DEGREES 51 MINUTES 09 SECONDS EAST ALONG THE CENTERLINE OF SAID CREEK, 290.10 FEET; THENCE SOUTH 74 DEGREES 50 MINUTES 44 SECONDS EAST ALONG THE CENTERLINE OF SAID CREEK, 240.69 FEET; THENCE SOUTH 50 DEGREES 04 MINUTES 43 SECONDS EAST ALONG THE CENTERLINE OF SAID CREEK, 189.97 FEET; THENCE SOUTH 21 DEGREES 56 MINUTES 44 SECONDS EAST ALONG THE CENTERLINE OF SAID CREEK, 231.21 FEET TO THE NORTHERLY RIGHT OF WAY OF IL ROUTE NO. 53 PER DOCUMENT NO. 905677 AND PER DOCUMENT NO. 341279; THENCE NORTH 67 DEGREES 14 MINUTES 00 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1060.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 347.12 FEET AND AN ARC LENGTH OF 425.00 FEET TO A POINT OF TANGENCY ON THE WEST RIGHT OF WAY LINE OF SAID ROUTE 53; THENCE NORTH 00 DEGREES 07 MINUTES 24 SECONDS WEST ALONG SAID WEST RIGHT OF WAY, 1517.95 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1144.76 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 134.20 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 790.05 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

Real Estate Tax Number: 17-25-200-011

Property Address: 85 acres of vacant, undeveloped land South of 901 Kankakee River Drive, Wilmington, Illinois

× 12

EXHIBIT B

THE INDIANA PROPERTY

PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the intersection of the North line of 15th Avenue and the East line of Michigan Street; thence North along the East line of Michigan Street, a distance of 455 feet; thence East and parallel with the North line of 15th Avenue, a distance of 500 feet; thence South and parallel with the East line of Michigan Street, a distance of 455 feet to the North line of 15th Avenue; thence West along the North line of 15th Avenue 500 feet to the place of beginning.

Key No.

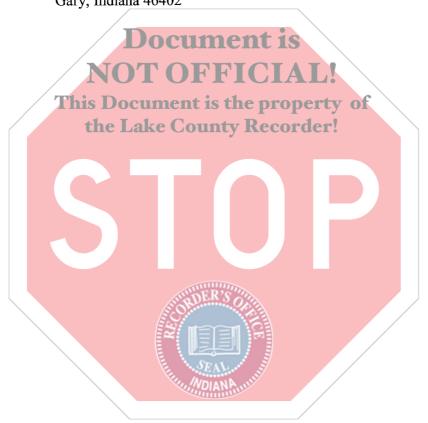
25-40-51-13

Parcel No.

45-08-11-100-013-000-004

Street Address:

2100 East 15th Avenue Gary, Indiana 46402



A-2/ 13

#32630587 v1