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STATE OF INDIANA  
LAKE COUNTY  
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RECORDER

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Chicago, Illinois 60603

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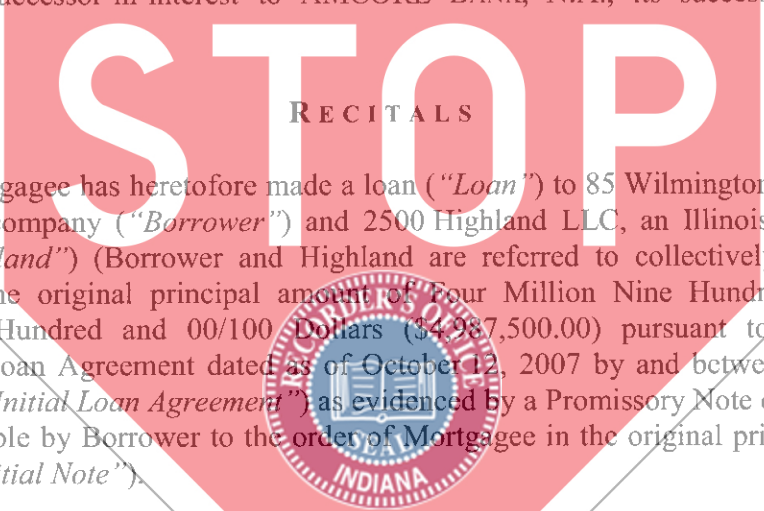
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**MODIFICATION OF MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING  
(EIGHTH MODIFICATION OF LOAN DOCUMENTS)**

**Document is  
NOT OFFICIAL!**

THIS MODIFICATION OF MORTGAGE (this "Modification") is effective as of the 5th day of August, 2015, by and among by 2100 GARY L.L.C., a Delaware limited liability company ("Mortgagor"), to and for the benefit of BNY Mellon Bank, N.A., a national banking association, as successor-in-interest to AMCORE BANK, N.A., its successors and assigns ("Mortgagee").

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



**RECITALS**

A. Mortgagee has heretofore made a loan ("Loan") to 85 Wilmington LLC, an Illinois limited liability company ("Borrower") and 2500 Highland LLC, an Illinois limited liability company ("Highland") (Borrower and Highland are referred to collectively as the "Initial Borrower") in the original principal amount of Four Million Nine Hundred Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$4,987,500.00) pursuant to the terms and conditions of a Loan Agreement dated as of October 12, 2007 by and between Borrower and Mortgagee (the "Initial Loan Agreement") as evidenced by a Promissory Note dated October 12, 2007, made payable by Borrower to the order of Mortgagee in the original principal amount of the Loan (the "Initial Note").

B. 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 in favor of Mortgagee and recorded with the Recorder of Deeds in Will County, Illinois (the "Recorder's Office") on October 22, 2007 as Document No. R2007155761 (such Mortgage, Security Agreement, Assignment of Leases and

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Rents and Fixture Filing, as amended, modified or restated from time to time, hereinafter referred to as the "Illinois Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally, described on Exhibit A thereto (the "Illinois Property"), (ii) a Guaranty ("Initial Guaranty") dated October 12, 2007, from James P. Avgeris ("Avgeris") and the J.C.A. Gift Trust dated July 9, 1992 (the "Trust") to Mortgagee, (iii) an Environmental Indemnity Agreement ("Indemnity Agreement") dated October 12, 2007 ("Indemnity Agreement"), from Initial Borrower, Avgeris and the Trust to Mortgagee, and certain other loan documents (the Note, the Mortgage, the Guaranty (as hereinafter defined), the Indemnity Agreement and all other documents evidencing, securing or guarantying the Loan, in their original form, and as amended from time to time, are sometimes collectively referred to herein as the "Loan Documents").

C. On or about October 12, 2009, Initial Borrower, Avgeris, the Trust and Mortgagee 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 Mortgagee that First Amended and Restated Promissory Note ("First Amended Note") dated October 12, 2009, made payable by Initial Borrower to the order of Mortgagee in the principal amount of the Loan.

D. On or about December 31, 2009, Highland executed a quit claim deed whereby it conveyed and quitclaimed Highland's forty-five percent (45.0%) interest in the Illinois Property to Borrower and Borrower became the sole owner of one hundred percent (100%) of the Illinois Property.

E. On or about January 12, 2010, Borrower, Avgeris, the Trust and Mortgagee 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 Mortgagee a Second Amended and Restated Promissory Note dated January 12, 2010 ("Second Amended Note"), made payable by Borrower to the order of Mortgagee in the principal amount of the Loan.

F. Mortgagee has heretofore made a loan (the "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 October 30, 2006, by and between the Trust and Mortgagee (as amended, modified or replaced from time to time, the "J.C.A. Loan Agreement"), as evidenced by a Promissory Note dated October 30, 2006, made payable by the Trust to the order of Mortgagee in the principal amount of the J.C.A. Loan (as amended, restated or replaced 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 (the "J.C.A. Assignment"), pursuant to which the Trust assigned to and granted Mortgagee a security interest in account number 9801711154 held by the Trust at Mortgagee (the "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 Mortgagee ("Junior Mortgage"), which Junior Mortgage encumbers the Illinois Property.

H. On or about April 12, 2010, Borrower, Avgeris, the Trust and Mortgagee 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).

I. On or about August 5, 2010, Borrower, Guarantor and Mortgagee 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, Security Agreement, Assignment of Leases and Rents and Fixture Filing 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 R2011-043067 (such Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, as amended, modified or restated from time to time, hereinafter referred to as the "*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 R2011-043068 ("*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 Mortgagee entered into a Loan Amendment Agreement ("*Fifth Modification*") in order to, among other things, extend the maturity date of the Loan to August 5, 2012.

K. On or about August 5, 2012, Borrower, Guarantor and Mortgagee entered into a Loan Amendment Agreement ("*Sixth Modification*") in order to, among other things, extend the maturity date of the Loan to August 5, 2013.

L. On or about August 5, 2013, Borrower, Guarantor and Mortgagee entered into a Loan Amendment Agreement ("*Seventh Modification*") in order to, among other things, extend the maturity date of the Loan to August 5, 2014.

M. On or about August 5, 2014, Borrower, Guarantor and Mortgagee entered into a Loan Amendment Agreement ("*Eighth Modification*") in order to, among other things, extend the maturity date of the Loan to August 5, 2015.

N. Borrower, Guarantor, and Mortgagor have requested that Mortgagee further extend the maturity date of the Loan (the "*Extension*") pursuant to a Ninth Modification of Loan Documents ("*Ninth Modification*") dated of even date herewith, by and between Borrower, Guarantor and Mortgagee. In connection with the Extension, Borrower will execute and deliver to Mortgagee that certain Sixth Amended and Restated Promissory Note dated of even date herewith and made payable by Borrower to the order of Mortgagee ("*Sixth Amended Note*") in the principal amount of Three Million Two Hundred Fifty-Eight Thousand Four Hundred Seventy-Three and 65/100 Dollars (\$3,258,473.65).

O. Borrower and Lender have agreed to make certain modifications to the Indiana Mortgage as further set forth below.

#### AGREEMENTS

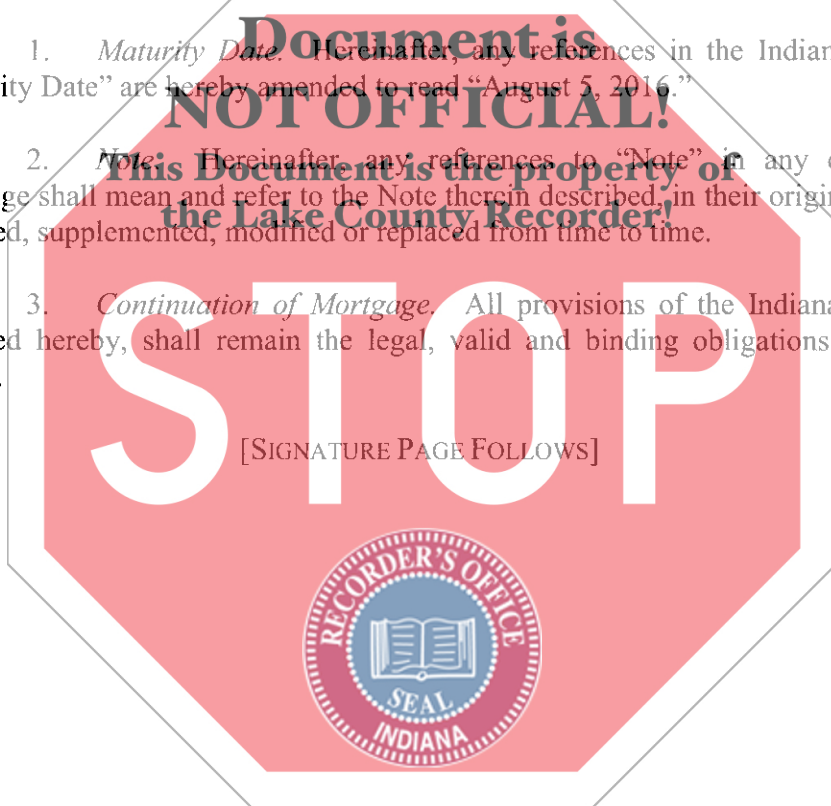
NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Modification), (ii) the agreement by Lender to modify the Mortgage, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and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

1. *Maturity Date.* Hereinafter, any references in the Indiana Mortgage to "Maturity Date" are hereby amended to read "August 5, 2016."

2. *Note.* Hereinafter, any references to "Note" in any of the Indiana Mortgage shall mean and refer to the Note therein described, in their original form and as amended, supplemented, modified or replaced from time to time.

3. *Continuation of Mortgage.* All provisions of the Indiana Mortgage, as modified hereby, shall remain the legal, valid and binding obligations of the parties thereto.

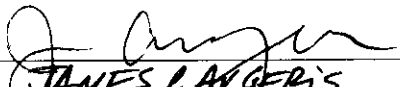
[SIGNATURE PAGE FOLLOWS]



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

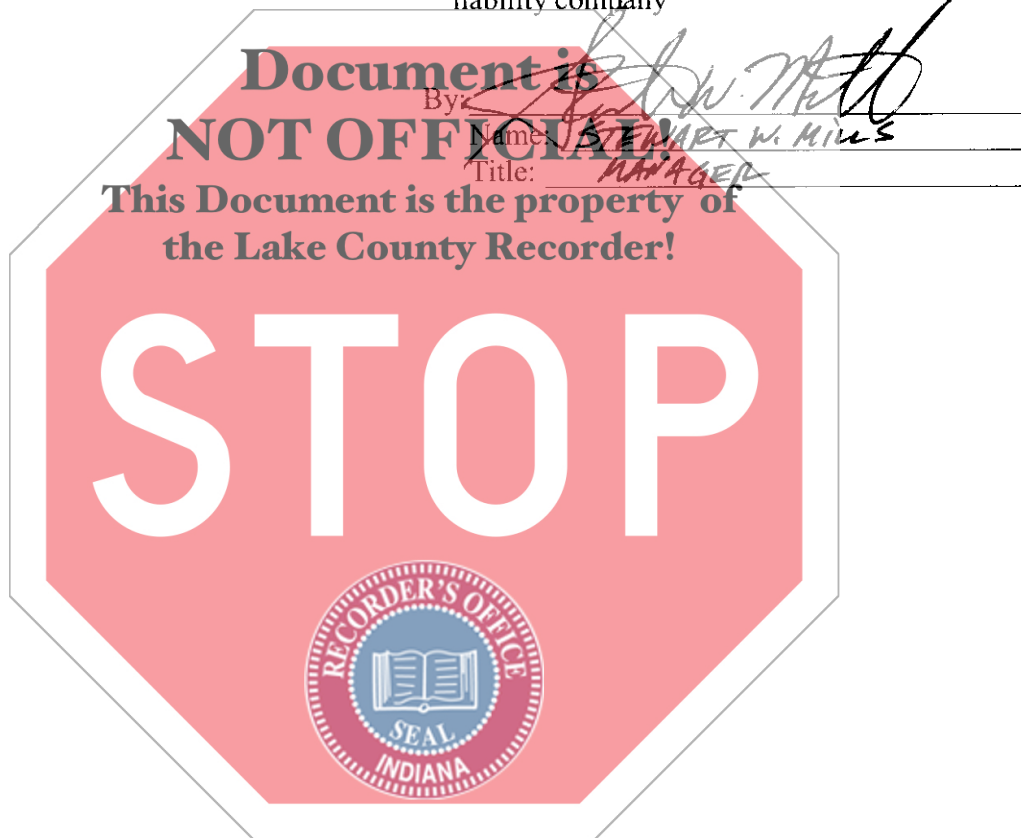
MORTGAGOR:

2100 GARY L.L.C., a Delaware limited liability company

By:   
Name: JAMES P. ANGERIS  
Title: MANAGER

Acknowledged and agreed to by Borrower:

85 WILMINGTON LLC, an Illinois limited liability company

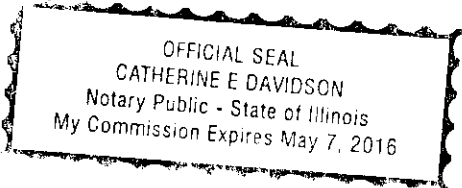


Signature Page to Modification of Mortgage, Security Agreement,  
Assignment of Leases and Rents and Fixture Filing  
(Ninth Modification of Loan Documents)

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DuPage )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James P. Avgeris, the Manager of 2100 GARY L.L.C., who is 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 said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 12<sup>th</sup> day of October, 2015.



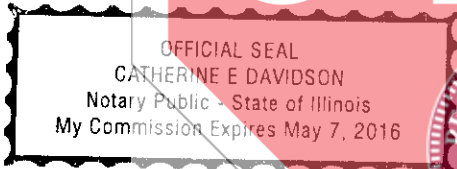
Catherine E. Davidson  
Notary Public  
Catherine Davidson  
(Type or Print Name)

(SEAL)

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DuPage )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stewart W. Mills, the Manager of 85 WILMINGTON LLC, who is 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 said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 12<sup>th</sup> day of October, 2015.



Catherine E. Davidson  
Notary Public  
Catherine E. Davidson  
(Type or Print Name)

(SEAL)

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

CHAPMAN AND CUTLER LLP

**EXHIBIT A**

**LEGAL DESCRIPTION OF PREMISES**

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 15<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> Avenue; thence West along the North line of 15<sup>th</sup> 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 15<sup>th</sup> Avenue  
Gary, Indiana 46402

