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MICHAEL B. BROWN
RECORDER

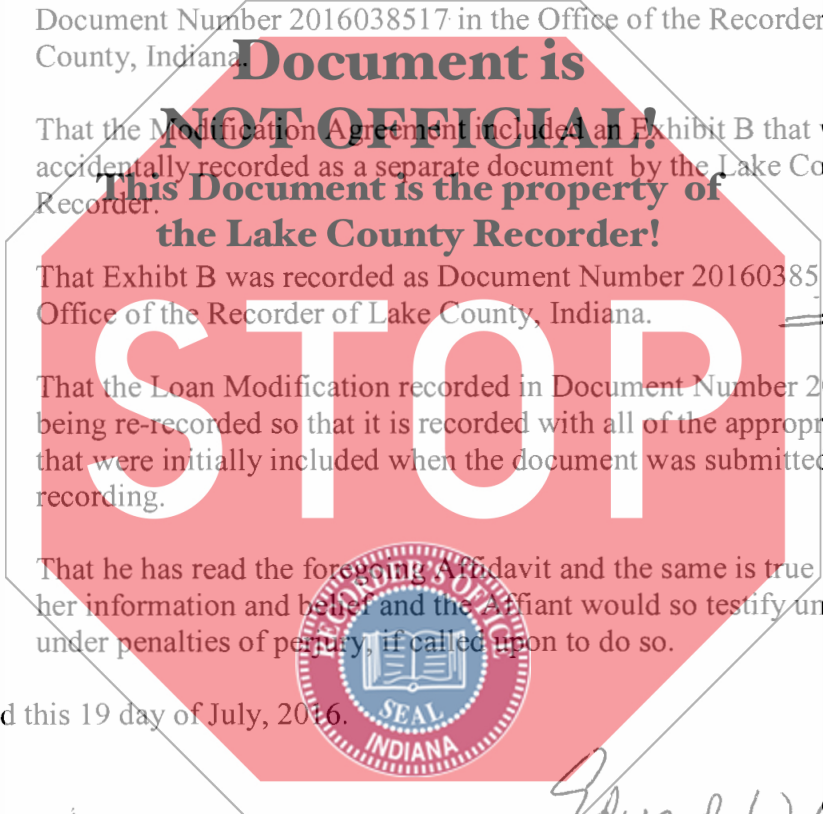
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Fidelity National
Title Company LLC

AFFIDAVIT IN AID OF TITLE

Edward W. Hardig, Jr., your Affiant, being duly sworn, deposes and says:

1. That affiant is at least 18 years of age.
2. That affiant is Vice President of Fidelity National Title Company, LLC.
3. That on or about June 22, 2016, Fidelity National Title Company, LLC sent a Modification Agreement to the Lake County Recorder to be recorded.
4. That the Modification Agreement was recorded June 22, 2016 in Document Number 2016038517 in the Office of the Recorder of Lake County, Indiana.
5. That the Modification Agreement included an Exhibit B that was accidentally recorded as a separate document by the Lake County Recorder.
6. That Exhibit B was recorded as Document Number 2016038518 in the Office of the Recorder of Lake County, Indiana.
7. That the Loan Modification recorded in Document Number 2016038517 is being re-recorded so that it is recorded with all of the appropriate exhibits that were initially included when the document was submitted for recording.
8. That he has read the foregoing Affidavit and the same is true according to her information and belief and the Affiant would so testify under oath, under penalties of perjury, if called upon to do so.

Dated this 19 day of July, 2016.



Re-recording
as one document.

Edward W. Hardig, Jr.
Edward W. Hardig, Jr.

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Cl- 1820 662347
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STATE OF INDIANA)
)ss:
COUNTY OF ST. JOSEPH)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Edward W. Hardig, Jr.. and acknowledged the execution of the foregoing Affidavit in Aid of Title.

A. Head
Notary Public
_____, County, IN
My Commission Expires: _____

This instrument was prepared by: Edward W. Hardig, Jr., Attorney at Law (IN #19199-71) (MI #P60319) 405 S. Second Street, Elkhart, IN 46516

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

Alicia Heuer



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

2016 038517

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2016 JUN 22 AM 9:29
MICHAEL B. BROWN
RECORDER

~~Brandon R. Calvert, Esq.
Charity & Associates, P.C.
20 North Clark Street, Suite 1150
Chicago, Illinois 60602~~

Fidelity National
Title Company LLC

FOURTH LOAN MODIFICATION AGREEMENT

This FOURTH LOAN MODIFICATION AGREEMENT (the "Modification") dated as of May 5, 2016, is executed by and between KINZIE GARY LIMITED PARTNERSHIP, an Illinois limited partnership (the "Borrower"), ANDREW W. BROWN ("Brown"), CHARLES F. CLARKE III ("Clark", and together with Brown, referred to hereinafter sometimes collectively and sometimes singly, as the context requires as the "Guarantors"), and BMO HARRIS BANK N.A., a national banking association, formerly known as HARRIS N.A. (the "Lender").



A. Borrower and Lender entered into a Construction Loan Agreement dated February 27, 2009, as amended by that certain Loan Modification Agreement (the "First Modification") dated as of January 31, 2012, as amended by that certain Loan Modification Agreement (the "Second Modification") dated as of January 31, 2013, as amended by that Third Loan Modification Agreement (the "Third Modification") dated as of May 20, 2013 and recorded on June 17, 2013 with the Lake County, Indiana Recorder as Document No. 2013044129 (collectively, the "Loan Agreement"), pursuant to which Lender agreed to make an acquisition and construction loan to the Borrower in the principal amount of One Million Six Hundred Seventy Five Thousand and No/100 Dollars (\$1,675,000.00) (the "Loan"), the proceeds of which were to be used by the Borrower to pay for certain costs of the Project (as defined in the Loan Agreement) located in in the County of Lake, State of Indiana, described on Exhibit A attached hereto and by this reference made a part hereof. Borrower executed and delivered to Lender that certain promissory note dated as of February 27, 2009 in the principal amount of One Million Six Hundred Seventy Five Thousand and No/100 Dollars (\$1,675,000.00) (as amended, the "Note"), which evidences the Loan. Borrower's obligations under the Loan Documents (as defined in the Loan Agreement) are secured by that certain Construction Mortgage with Assignment of Rents, Security Agreement and Fixture Filing dated as of February 27, 2009 and recorded in the real property records of Lake County, Indiana on March 19, 2009 as document number 2009017497 (as amended, the "Mortgage").

B. Borrower's obligations to Lender under the Note are guaranteed pursuant to that certain Payment and Performance Guaranty dated as of February 27, 2009 (the "Guaranty") executed by Guarantors and KINZIE ASSETS, LLC, an Illinois limited liability company (the "Kinzie Assets").

C. Pursuant to the terms of the First Modification, among other things, Borrower and Lender agreed to extend the Maturity Date (as defined in the Note) under the Note to January 31, 2013. Pursuant to the terms of the Second Modification, among other things, Borrower and Lender agreed to extend the

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Maturity Date under the Note to April 30, 2013. Pursuant to the terms of the Third Modification, among other things, Borrower and Lender agreed to extend the Maturity Date under the Note to May 5, 2016.

D. Borrower and the Guarantors have now requested that Bank extend the maturity date of the Loan and agree to the modifications and amendments contained herein. Lender is agreeable to this request subject to the covenants and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Borrower, Guarantors and the Lender hereby agree as follows:

AGREEMENTS:

1. The foregoing Recitals are hereby made a part of this Modification.
2. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the Loan Agreement, or if not in the Loan Agreement, then in the Note.
3. The Loan Documents are hereby modified, amended and supplemented as follows:

(a) The aggregate available principal amount of the Loan is hereby reduced to One Million Five Hundred Twenty Five Thousand and No/100 Dollars (\$1,525,000.00). Any and all references in the Loan Agreement, Note, Mortgage, Guaranty and other Loan Documents (as defined in the Loan Agreement) to the principal amount of the Loan are hereby amended in their entirety.

(b) The following sentence shall be added to Section 6.1 of the Loan Agreement:

“The Borrower will not, directly or indirectly, create, or suffer or permit to be created, or to stand against the Real Estate, or any portion thereof, or against the rents, issues and profits therefrom, any lien, security interest, encumbrance or charge, whether prior to or subordinate to the lien of the Mortgage, unless prior written approval is first obtained from the Bank.”

(c) Section 6.2 of the Loan Agreement is hereby deleted.

(d) Section 6.10 of the Loan Agreement is hereby replaced in its entirety by the following:

“6.10 Reports.

(a) Borrower Financial Statements. On or before August 30th of each year, Borrower shall deliver to Bank a balance sheet for Borrower reflecting the first one hundred eighty (180) days of such fiscal year and a statement of profit and loss for Borrower and for Borrower's operations in connection with the Property for such one hundred eighty (180) day period, together with all supporting schedules and a certificate of an officer of Borrower certifying that such materials (i) fairly present Borrower's financial condition, (ii) show all material liabilities, direct and contingent, (iii) fairly present the results of Borrower's operations, and (iv) disclose the existence of any hedge and/or off-balance sheet transactions. On or before February 28th of each year, Borrower

shall deliver to Bank a balance sheet for Borrower reflecting the second one hundred eighty (180) days of the preceding fiscal year and a statement of profit and loss for Borrower and for Borrower's operations in connection with the Property for such one hundred eighty (180) day period, together with all supporting schedules and a certificate of an officer of Borrower certifying that such materials (i) fairly present Borrower's financial condition, (ii) show all material liabilities, direct and contingent, (iii) fairly present the results of Borrower's operations, and (iv) disclose the existence of any hedge and/or off-balance sheet transactions. Bank reserves the right to require that the statements be prepared by an independent certified public accountant in accordance with generally accepted accounting principles and to require that the statements be certified by such independent certified public accountant.

(b) Operating Statements. On or before July 30th of each year, Borrower shall prepare and deliver to Bank, an operating statement for the Real Estate for the first one hundred eighty (180) days of such fiscal year, together with a current rent roll for the Property, each certified by Manager as (i) being true and correct in all material respects and in form and (ii) reflecting compliance with the Debt Service Coverage Ratio requirement for the Real Estate. On or before January 31st of each year, Borrower shall prepare and deliver to Bank, an operating statement for the Real Estate for the second one hundred eighty (180) days of the preceding fiscal year, together with a current rent roll for the Property, each certified by Manager as (i) being true and correct in all material respects and in form and (ii) reflecting compliance with the Debt Service Coverage Ratio requirement for the Real Estate.

(c) Guarantor Financial Statements. Borrower shall cause each Guarantor to deliver Bank, within ninety (90) days after the end of each fiscal year:

(i) For each Guarantor who is not a natural person, (A) a balance sheet for Guarantor as of the end of each calendar or fiscal year, as applicable, of such Guarantor (a "Guarantor Fiscal Year") and a statement of profit and loss for Guarantor and for Guarantor's operations for such Guarantor Fiscal Year, together with all supporting schedules, and (B) with a certificate of an officer of such Guarantor certifying that such materials (i) fairly present Guarantor's financial condition, (ii) show all material liabilities, direct and contingent, (iii) fairly present the results of Guarantor's operations, and (iv) disclose the existence of any hedge and/or off-balance sheet transactions.

(ii) For each Guarantor who is a natural person, a financial statement as of the end of the calendar year, certified by the Guarantor as (1) true, complete and correct, (2) fairly presenting Guarantor's financial condition, and (3) showing all material liabilities, direct and contingent, and otherwise.

(d) Borrower Tax Returns. Borrower shall deliver to Bank, within thirty (30) days after filing, a copy of the federal income tax return filed for Borrower for the prior calendar year.

(e) Guarantor Tax Returns. Borrower shall cause each Guarantor to deliver to Bank, within thirty (30) days after filing, a copy of the federal income tax return filed for such Guarantor for the prior calendar or fiscal year, as applicable."

(e) The first sentence of Section 6.24 of the Loan Agreement is hereby replaced in its entirety by the following:

“The Annual Net Operating Income (as hereinafter defined) for the Project in each Fiscal Year (as herein after defined), based upon the Borrower’s annual financial statements, shall be adequate to support a Debt Service Coverage Ratio (as hereinafter defined) of at least 1.15:1.00.”

(f) Section 7.1(iv) of the Loan Agreement is hereby replaced in its entirety by the following:

“(iv) All Risk Property Damage

Borrower shall obtain an all risk property policy in the amount of full replacement value, including improvements and betterments, covering damage to or loss of the Project with agreed amount and replacement cost endorsements. The insurance shall include the following extensions: business interruption/loss of rents, and boiler and machinery, if applicable. The policy shall list Bank as mortgagee and lender’s loss payee as its interest may appear. Borrower shall deliver a certificate (ACORD 27 form) evidencing such insurance coverage to Bank at or before closing.”

(g) The notice information for the Lender listed in Section 9.3 of the Loan Agreement is hereby replaced in its entirety by the following:

“BMO Harris Bank N.A.
115 S. LaSalle St., Floor 20W
Chicago, Illinois 60603
Attention: Allison Porter-Bell

With a copy to:

Charity & Associates, P.C.
20 North Clark Street, Suite 1150
Chicago, Illinois 60602
Attention: Brandon Calvert, Esq.”

(h) Exhibit B of the Loan Agreement is hereby replaced in its entirety by the replacement promissory note attached hereto as Exhibit B.

(i) The Note is hereby replaced in its entirety by the replacement promissory note attached hereto as Exhibit B.

(j) Section 2.1 of the Mortgage is hereby replaced in its entirety by the following:

“2.1 Payment of the sum of One Million Five Hundred Twenty Five Thousand and No/100 Dollars (\$1,525,000.00), which may include, without limitation, future advances of principal made after the date hereof, with interest thereon, extension and other fees, late charges, prepayment premiums and attorneys' fees, according to the terms of that Promissory Note dated as of

February 27, 2009, made by Mortgagor, payable to the order of Mortgagee, and all extensions, modifications, renewals, restatements, refinancings or replacements thereof (hereinafter called the "Note"). The Note bears interest at a variable rate in accordance with the terms and provisions thereof which are by this reference incorporated herein and evidences a One Million Five Hundred Twenty Five Thousand and No/100 Dollars (\$1,525,000.00) loan made by Mortgagee to Mortgagor pursuant to that certain Construction Loan Agreement dated as of February 27, 2009, as amended. The maturity date of the Note is May 5, 2018, subject to extension in accordance with the terms and provisions of the Note, but not later than May 5, 2019."

(k) Section 2.3 of the Mortgage is hereby replaced in its entirety by the following:

"2.3 Payment of any and all additional loans and advances made by Mortgagee to Mortgagor and/or to the then record owner or owners of the Mortgaged Property, and any other indebtedness or obligation of Mortgagor and/or the then record owner or owners of the Mortgaged Property to Mortgagee of any kind, direct or indirect (excluding, however, any such loan to, or indebtedness or obligation of, an individual for personal, family or household purposes) with interest thereon, late charges, extension and other fees, prepayment premiums and attorneys' fees, according to the terms of the promissory note(s), credit agreement(s) and/or guarantees evidencing such loans, advances, indebtedness and obligations, and all extensions, modifications, renewals or replacements thereof. Of the foregoing, future loans, advances, indebtedness and obligations (whether made as an obligation, made at the option of Mortgagee, made after a reduction to a zero (0) or other balance, or made otherwise) up to a maximum amount of \$3,050,000.00, and all extensions, modifications, renewals or replacements thereof, shall be secured by the lien of this Mortgage to the same extent as if such loans, advances, indebtedness and obligations, and all extensions, modifications, renewals or replacements thereof, were made on the date of execution of this Mortgage as provided under Ind. Code Section 32-9-1-10, and any future loans, advances, indebtedness and obligations in excess of such maximum amount shall be secured by the lien of this Mortgage and shall have such lien priority as is otherwise provided by applicable law."

(l) Kinzie Assets, is hereby released from all obligations under the Guaranty and shall no longer be deemed to be a guarantor of the Loan. Any and all references in the Loan Agreement, Note, Mortgage, Guaranty and other Loan Documents (as defined in the Loan Agreement) to the guarantors of the Loan are hereby amended in their entirety.

(m) The following sentence is added to Section 1.1 of the Guaranty:

"The Payment Obligations may also be referred to herein as the "Guaranteed Obligations"."

(n) Section 1.2 of the Guaranty is hereby deleted in its entirety.

(o) Section 11 of the Guaranty is hereby replaced in its entirety by the following:

“11. Financial and Other Information of Guarantor. Guarantor shall keep true and correct financial books and records, using generally accepted accounting principles consistently applied, or such other accounting principles as Bank in its reasonable judgment may find acceptable from time to time. Guarantor shall provide to Bank the following:

11.1 Within ninety (90) days of each Guarantor's fiscal year end, such Guarantor's annual financial statements, which comply with the requirements of Section 6.10 of the Loan Agreement.

11.2 Within thirty (30) days after filing, signed copies of all tax returns of each Guarantor, which comply with the requirements of Section 6.10 of the Loan Agreement.

11.3 Promptly upon the request of Bank, such other information as Bank may reasonably request concerning the affairs and properties of each Guarantor.”

4. The Loan Agreement, Note, Mortgage, Guaranty and all other Loan Documents (as defined in the Loan Agreement) are hereby modified and amended to reflect this Modification. All references to the Note in the other Loan Documents are modified and amended to refer to the Note as modified by this Modification. All other provisions of the Loan Documents remain unchanged and nothing herein contained shall in any manner affect the liens of the Loan Documents or the covenants, conditions and agreements therein contained. Any amounts presently outstanding under the Note shall be deemed outstanding under the Note as hereby modified. All interest charged and all payments of interest and principal previously made under the Note are unchanged.

5. This Modification shall be effective upon the date first written above and the modifications contained herein are conditioned upon the Lender's receipt of this Modification executed by the parties hereto and the following documents and items, which are acceptable to Lender in its sole discretion:

- (a) Borrower's certificate of limited partnership certified by the Illinois Secretary of State not more than thirty (30) days prior to the date of this Modification;
- (b) a certificate of good standing for Borrower, issued by the Illinois Secretary of State not more than thirty (30) days prior to the date of this Modification;
- (c) Borrower's and General Partner's authorization to conduct business in the State of Indiana;
- (d) a resolution or unanimous consent of Borrower and General Partner authorizing this Modification;
- (e) a date down endorsement to Lender's title insurance policy, which satisfies Lender in its sole discretion, that the Mortgage is insured as a first priority mortgage lien on the Project (as defined in the Loan Agreement);
- (f) UCC, judgment, bankruptcy and tax lien searches on the Borrower, General Partner and Guarantor dated not more than thirty (30) days prior to the date of this Modification;

- (g) an appraisal of the Real Estate reflecting a loan to value of not exceeding sixty-five percent (65%);
- (h) Borrower's and Guarantors' 2015 financial statements and tax returns;
- (i) environmental and engineering reports acceptable to Lender;
- (j) an opinion of Borrower's legal counsel with respect to this Modification;
- (k) the payment to the Lender of a non-refundable loan fee of \$3,813.00; and
- (l) any other documents required by Lender and contained in the closing checklist for this Modification.

6. In the event of conflict between any of the provisions of the Loan Documents and this Modification, the provisions of this Modification shall override and control.

7. To induce the Lender to enter into this Modification, the Borrower hereby certifies, represents and warrants to the Lender that:

(a) The Borrower is a limited partnership duly organized, existing and in good standing under the laws of the State of Illinois, with full and adequate power to carry on and conduct its business as presently conducted. The Borrower is duly licensed or qualified in the State of Indiana and all foreign jurisdictions wherein the nature of its activities require such qualification or licensing. The Borrower's certificate of limited partnership and partnership agreement have not been changed or amended since the most recent date that certified copies thereof were delivered to the Lender. The exact legal name of the Borrower is as set forth in the preamble of this Modification, and the Borrower currently does not conduct, nor has it during the last five (5) years conducted, business under any other name or trade name. The Borrower will not change its name, its organizational identification number, if it has one, its type of organization, its jurisdiction of organization or other legal structure.

(b) The Borrower is duly authorized to execute and deliver this Modification.

(c) The execution and delivery of this Modification and the performance by the Borrower of its obligations under the Loan Documents, as amended hereby, do not and will not conflict with any provision of law or of the certificate of limited partnership and partnership agreement of the Borrower or of any agreement binding upon the Borrower.

(d) The Loan Documents, as amended hereby, are legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

(e) The representations and warranties set forth in the Loan Documents, as amended hereby, are true and correct with the same effect as if such representations and warranties had been made on the date hereof, with the exception that all references to the financial statements shall mean the financial statements most recently delivered to the Lender and except for such changes as are specifically permitted under the Loan Documents. In addition, the Borrower has complied with and is in compliance with all of the covenants set forth in the Loan Agreement, as amended hereby.

(f) As of the date hereof no default or Event of Default under the Loan Documents has occurred or is continuing.

8. Except as specifically modified or amended by the terms of this Modification, all other terms and provisions of the Loan Documents and other documents executed in conjunction therewith or in amendment or modification thereof are incorporated by reference herein, and in all respects, shall continue in full force and effect. The Borrower, by execution of this Modification, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Loan Documents.

9. The Borrower shall pay all costs and expenses in connection with the preparation of this Modification and other related Loan Documents, including, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of the Lender or any affiliate of parent of the Lender. The Borrower shall pay any and all stamp and other taxes, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Modification and the other instruments and documents to be delivered hereunder, and agrees to save the Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.

10. Borrower 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 Modification, the Loan Documents as hereby revised, or any of the documents executed or contemplated to be executed in conjunction herewith or any course of conduct or course of dealing, in which Lender or Borrower are adverse parties. This provision is a material inducement for Lender in granting any financial accommodation to Borrower.

11. Borrower hereby irrevocably submits to the jurisdiction of any state or federal court sitting in Chicago, Illinois over any action or proceeding based hereon and Borrower irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such state or federal court. Borrower hereby irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Borrower irrevocably consents to service of any and all process in any such action or proceeding by the mailing of copies of such process to Borrower and its address as specified in the records of Lender. Borrower agrees 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.

12. Borrower agrees not to institute any legal action or proceeding against Lender or the directors, officers, employees, agents or property thereof, in any court other than the one hereinabove specified. Nothing in the Section shall affect the right of Lender to serve legal process in any other manor permitted by law or affect the right of Lender to bring any action or proceeding against Borrower or its property in the courts of any other jurisdictions.

13. This Modification shall be construed in accordance with and governed by the laws of the State of Illinois. Wherever possible each provision of the Loan Documents and this Modification shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Loan Documents and this Modification shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Loan Documents and this Modification.

14. This Modification shall not prejudice any rights or remedies of Lender under the Loan Documents. Lender reserves, without limitation, all rights that it has against any indemnitor, Guarantor, or endorser of any Loan Document.

15. This Modification shall be binding upon the Borrower and the Lender and their respective successors and assigns, and shall inure to the benefit of the Borrower and the Lender and the successors and assigns of the Lender.

16. This Modification and attached consents may be executed in any number of counterparts, all of which shall constitute one and the same agreement.

17. Each Guarantor hereby (i) reaffirms, assumes and binds him/her/itself in all respects to all of the obligations, liabilities, duties, covenants, terms and conditions that are contained in the Guaranty as modified hereby, (ii) agrees that the release of Kinzie Assets from the Guaranty in no way terminates nor releases said Guarantor's obligations under the Guaranty, (iii) represents and warrants that each of the representations and warranties made by such Guarantor in any of the documents executed in connection with the Loan remain true and correct as of the date hereof.

(Signatures appear on the following page)



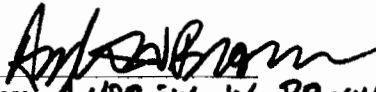
IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the date first above written.

BORROWER:

KINZIE GARY LIMITED PARTNERSHIP, an Illinois limited partnership

By: Kinzie Gary General LLC,
an Illinois limited liability company,
its General Partner

By: Kinzie Assets, LLC,
an Illinois limited liability
company, its Manager and Sole Member

By: 
Name: ANDREW W BROWN
Title: MEMBER

LENDER:

BMO HARRIS BANK N.A., a national banking association

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!
By: 
Name: Allison Porter-Bell
Title: Vice President

GUARANTOR:


By: 
Charles F. Clarke III, an individual

GUARANTOR:


By: 
Andrew W. Brown, an individual



IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the date first above written.

BORROWER:

KINZIE GARY LIMITED PARTNERSHIP, an Illinois limited partnership

By: Kinzie Gary General LLC,
an Illinois limited liability company,
its General Partner

By: Kinzie Assets, LLC,
an Illinois limited liability
company, its Manager and Sole Member

By: _____
Name: _____
Title: _____

LENDER:

BMO HARRIS BANK N.A., a national banking association

**Document is
NOT OFFICIAL!**

[Handwritten Signature]
By: _____
Name: Allison Porter Bell
Title: Vice President

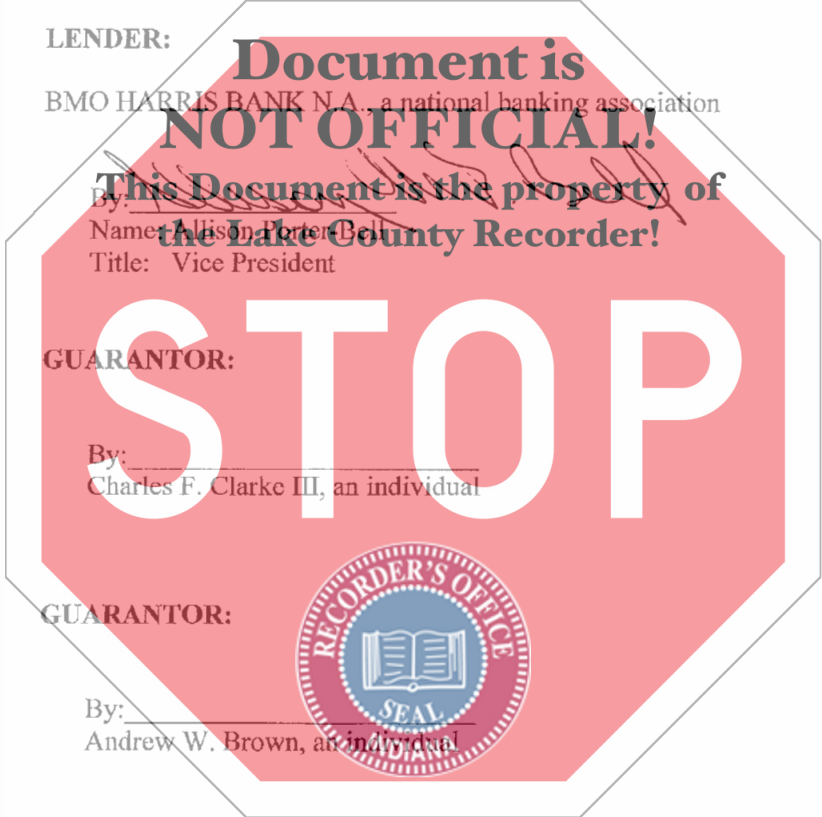
**This Document is the property of
the Lake County Recorder!**

GUARANTOR:

By: _____
Charles F. Clarke III, an individual

GUARANTOR:

By: _____
Andrew W. Brown, an individual



State of Illinois)
County of Cook) ss.

Before me, a Notary Public in and for the above County and State, personally appeared Andrew W. Brown the Principal of Kinzie Assets, LLC, an Illinois limited liability company, the Manager of Kinzie Gary General LLC, an Illinois limited liability company, the General Partner of Kinzie Gary Limited Partnership, an Illinois limited partnership, who as such personally acknowledged the execution of the foregoing instrument for and on behalf of said company.

WITNESS my hand and Notarial seal the 4 day of May, 2016.

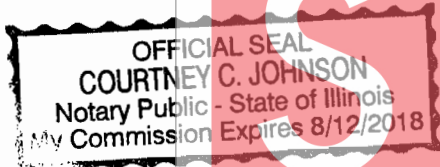


Julie Sherman
_____, Notary Public
Cook County, IL
My commission expires: 6-26-2018

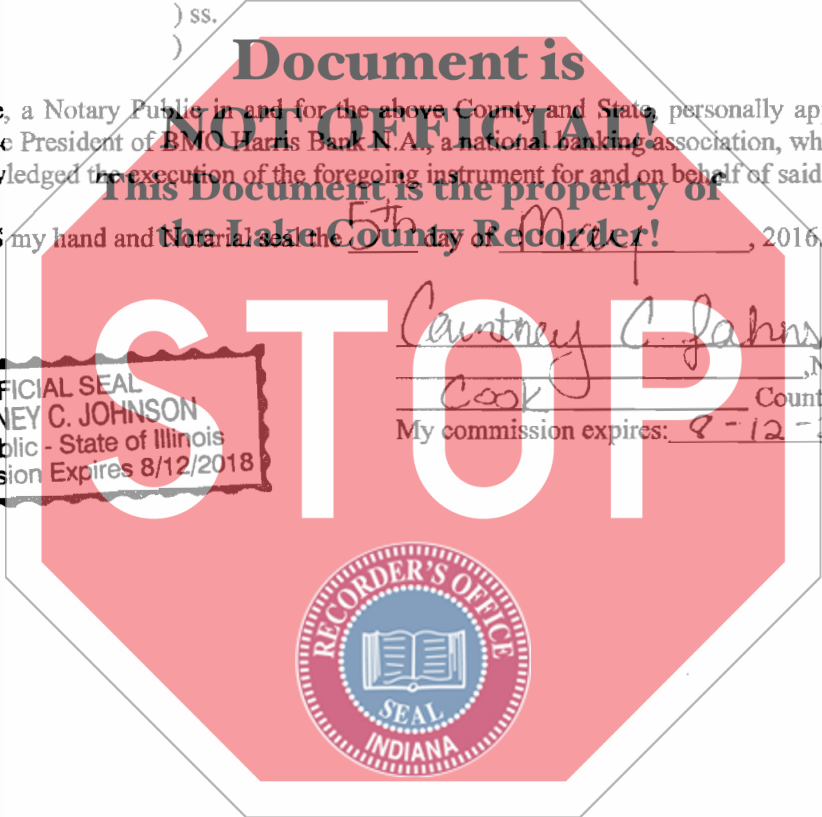
State of Illinois)
County of Cook) ss.

Before me, a Notary Public in and for the above County and State, personally appeared Allison Porter-Bell a Vice President of BMO Harris Bank N.A., a national banking association, who as such Vice President acknowledged the execution of the foregoing instrument for and on behalf of said association.

WITNESS my hand and Notarial seal the 5th day of May, 2016.



Courtney C. Johnson
_____, Notary Public
Cook County, Illinois
My commission expires: 8-12-2018



State of Illinois)
) ss.
County of COOK)

The foregoing instrument was acknowledged before me this 4 day of MAY, 2016,
by Charles F. Clarke III, an individual.



Julie Sherman
_____, Notary Public
COOK County, IL
My commission expires: 6-26-18

State of Illinois)
) ss.
County of COOK)

The foregoing instrument was acknowledged before me this 4 day of MAY, 2016,
by Andrew W. Brown, an individual.



Document is NOT OFFICIAL!
Julie Sherman
_____, Notary Public
COOK County, IL
My commission expires: 6-26-18
Document is the property of the Lake County Recorder!

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, if any, unless required by law: /s/ Brandon R. Calvert

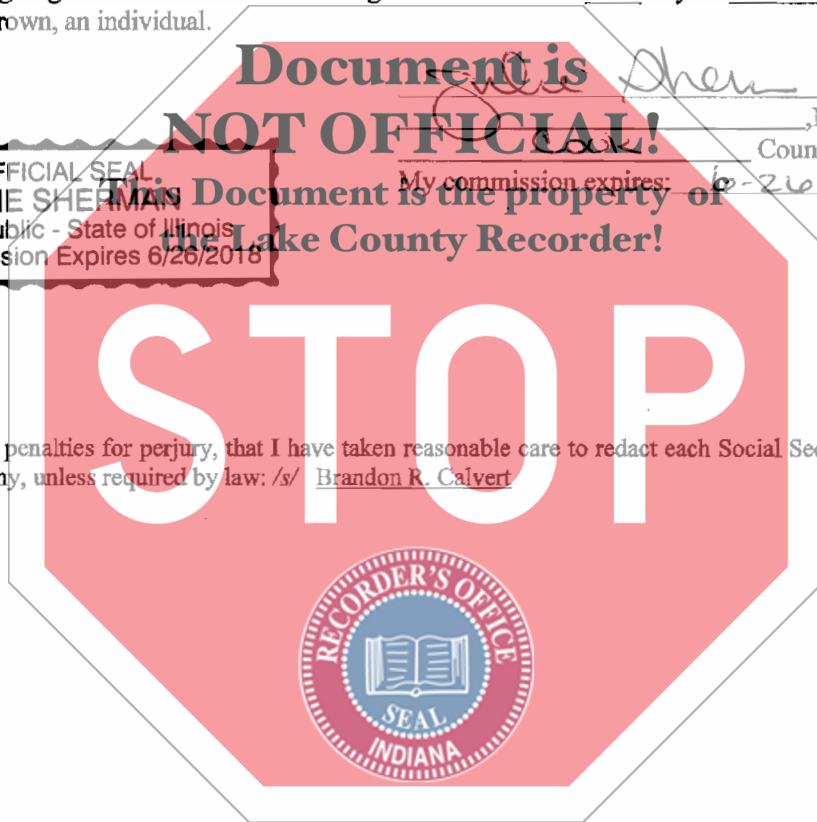


Exhibit A

Legal Description

All that real property located at 400-430 South Grand Boulevard, Gary, Indiana, in the County of Lake, State of Indiana 46403, Tax ID #'s 4509-06-283.001.000-004 and more particularly described as follows:

LOTS 1, 2, 3, 4 AND 5 IN RESUBDIVISION OF BLOCK 9, THE GATEWAY OF DUNES, IN THE CITY OF GARY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGE 89, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



Exhibit B

Replacement Promissory Note

Attached.



8

2016 038518

REPLACEMENT PROMISSORY NOTE

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2016 JUN 22 AM 9:30
MICHAEL B. BROWN
RECORDER
May 5, 2016

\$1,525,000.00

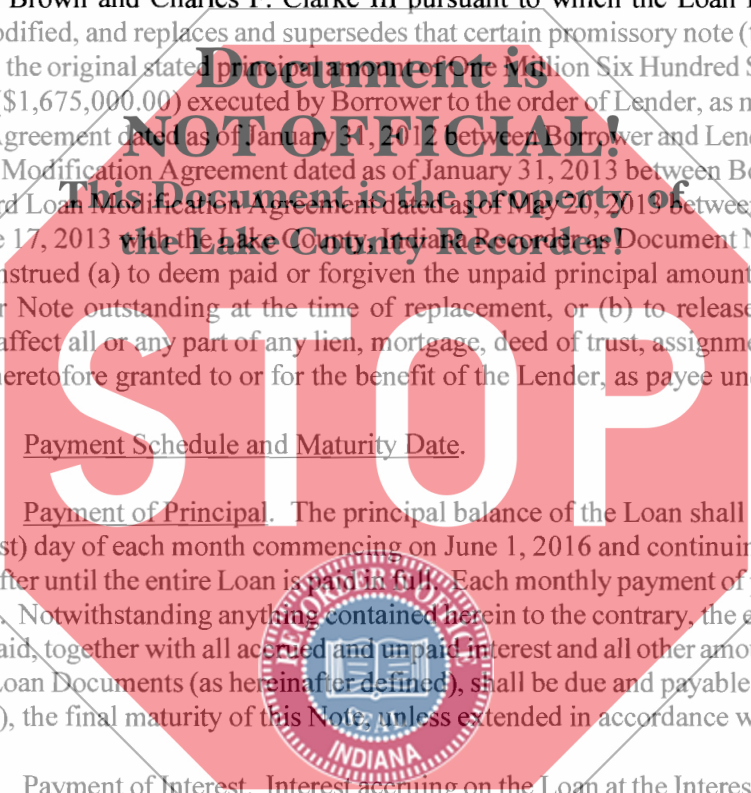
FOR VALUE RECEIVED, **KINZIE GARY LIMITED PARTNERSHIP**, an Illinois limited partnership ("Borrower"), hereby promises to pay to the order of **BMO HARRIS BANK N.A.**, a national banking association, formerly known as HARRIS N.A. (together with any and all of its successors and assigns and/or any other holder of this Replacement Promissory Note, "Lender"), without offset, in immediately available funds in lawful money of the United States of America, at its principal office at 115 S. LaSalle St., Floor 20W, Chicago, Illinois 60603, the principal sum of One Million Five Hundred Twenty Five Thousand and No/100 Dollars (\$1,525,000.00) (or the unpaid balance of all principal advanced against this Note, if that amount is less), together with interest on the unpaid principal balance of this Note from day to day outstanding as hereinafter provided.

Section 1.1 Replacement Note. This Replacement Promissory Note (as amended, modified, extended, renewed, supplemented or replaced, the "Note") is executed and delivered pursuant to the Fourth Loan Modification Agreement (the "Modification") dated as of an even date herewith among Borrower, Lender, Andrew W. Brown and Charles F. Clarke III pursuant to which the Loan Documents (described below) have been modified, and replaces and supersedes that certain promissory note (the "Prior Note") dated February 27, 2009 in the original stated principal amount of One Million Six Hundred Seventy Five Thousand and No/100 Dollars (\$1,675,000.00) executed by Borrower to the order of Lender, as modified by that certain Loan Modification Agreement dated as of January 31, 2012 between Borrower and Lender, as modified by that certain Second Loan Modification Agreement dated as of January 31, 2013 between Borrower and Lender, as amended by that Third Loan Modification Agreement dated as of May 20, 2015 between Borrower and Lender and recorded on June 17, 2013 with the Lake County, Indiana Recorder as Document No. 2013044129. This Note shall not be construed (a) to deem paid or forgiven the unpaid principal amount of, or unpaid accrued interest on, the Prior Note outstanding at the time of replacement, or (b) to release, cancel, terminate or otherwise adversely affect all or any part of any lien, mortgage, deed of trust, assignment, security interest or other encumbrance heretofore granted to or for the benefit of the Lender, as payee under the Prior Note.

Section 1.2 Payment Schedule and Maturity Date.

(a) Payment of Principal. The principal balance of the Loan shall be payable monthly in arrears on the first (1st) day of each month commencing on June 1, 2016 and continuing on the first (1st) day of each month thereafter until the entire Loan is paid in full. Each monthly payment of principal shall be in the amount of \$4,167.00. Notwithstanding anything contained herein to the contrary, the entire principal balance of the Loan then unpaid, together with all accrued and unpaid interest and all other amounts payable hereunder and under the other Loan Documents (as hereinafter defined), shall be due and payable in full on May 5, 2018 (the "Maturity Date"), the final maturity of this Note, unless extended in accordance with Section 1.3 below.

(b) Payment of Interest. Interest accruing on the Loan at the Interest Rate shall be payable monthly in arrears on the first (1st) day of each month commencing on June 1, 2016 and continuing on the first (1st) day of each month thereafter until the entire Loan is paid in full. Interest after maturity of the Loan shall be due and payable upon demand.



Handwritten notes: 1-nyk, 26, 1820601258, 1820601488

Section 1.3 Extension Option. Lender shall grant a request by Borrower to extend the Maturity Date of this Note to May 5, 2019 (the "Extended Maturity Date"), upon and subject to the following terms and conditions:

(a) Basic Conditions. Unless otherwise agreed by Lender in writing:

(i) Borrower shall request the extension, if at all, by written notice to Lender not more than 90 days, and not less than 30 days, prior to the Maturity Date.

(ii) At the time of the request, and at the time of the extension, there shall not exist any Event of Default, nor any condition or state of facts which after notice and/or lapse of time would constitute an Event of Default.

(iii) At the time of the request, and at the time of the extension, the loan to value ratio with respect to the Loan and the Real Estate as determined by Lender in its sole discretion based on a current appraisal may not be greater than sixty-five percent (65%).

(iv) Current financial statements regarding Borrower and each Guarantor (all as defined in the Loan Agreement) (dated not earlier than thirty (30) days prior to the request for extension) and all other financial statements and other information as may be required under the Loan Documents regarding Borrower, General Partner, each Guarantor and the Property, shall have been submitted promptly to Lender, and there shall not have occurred, in the opinion of Lender, any material adverse change in the business or financial condition of Borrower, General Partner, or any Guarantor or any tenant of the Property, or in the Property or in any other state of facts submitted to Lender in connection with the Loan Documents, from that which existed on the date of this Note.

(v) Whether or not the extension becomes effective, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with the proposed extension (pre- and post-closing), including appraisal fees, environmental audit and reasonable attorneys' fees actually incurred by Lender; all such costs and expenses incurred up to the time of Lender's written agreement to the extension shall be due and payable prior to Lender's execution of that agreement (or if the proposed extension does not become effective, then upon demand by Lender), and any future failure to pay such amounts shall constitute a default under the Loan Documents.

(vi) All applicable regulatory requirements, including appraisal requirements, shall have been satisfied with respect to the extension.

(vii) Not later than the Maturity Date, (A) the extension shall have been consented to and documented to Lender's satisfaction by Borrower, General Partner, each Guarantor, Lender, and all other parties deemed necessary by Lender (such as any permitted subordinate lienholders, tenants of the Property and permanent lenders (if any)); (B) Lender shall have been provided with an updated title report and judgment and lien searches, and appropriate title insurance endorsements shall have been issued as required by Lender; and (C) Borrower shall have paid to Lender a non-refundable extension fee an amount equal to fifteen basis points (0.15%) of the then outstanding principal balance hereunder.

(viii) The outstanding principal balance evidenced by this Note shall bear interest from the date that the extension of the Maturity Date is granted through the Extended Maturity

Date, at a floating rate per annum determined by adding 2.69% per annum to the LIBOR Rate (defined below) as in effect from time to time.

(ix) The Debt Service Coverage Ratio (as defined in the Loan Agreement) for the Project for the twenty-four (24) month period prior to the Maturity Date shall be not less than 1:15:1:00.

(b) Changes in Loan Terms. All terms and conditions of the Loan Documents shall continue to apply to the extended term except to the extent changed as indicated below (such changes to be effective on and after the original Maturity Date, if the extension becomes effective as provided herein):

(i) Definition of Maturity Date. The Maturity Date shall mean the Extended Maturity Date.

Section 2. Security; Loan Documents. The security for this Note includes a Construction Mortgage with Assignment of Rents, Security Agreement and Fixture Filing (as the same has or may from time to time be amended, restated, modified or supplemented, the "Mortgage") dated as of February 27, 2009 from Borrower to Lender, conveying and encumbering certain real and personal property more particularly described therein (the "Property"). This Note, the Mortgage, the Construction Loan Agreement between Borrower and Lender dated as of February 27, 2009 (as the same has or may from time to time be amended, restated, modified or supplemented, the "Loan Agreement") and all other documents now or hereafter securing, guaranteeing or executed in connection with the loan evidenced by this Note (the "Loan"), as the same may from time to time be amended, restated, modified or supplemented, are herein sometimes called individually a "Loan Document" and together the "Loan Documents."

Section 3.1. Interest Rate. The outstanding principal balance evidenced by this Note shall bear interest from the date hereof through the Maturity Date, at a floating rate per annum (the "Interest Rate") determined by adding 2.69% per annum to the LIBOR Rate as in effect from time to time, *provided* that if the Loan or any part thereof is not paid when due (whether by lapse of time, acceleration or otherwise), or at the election of the Lender upon notice to the Borrower during the existence of any other Event of Default, the Loan shall bear interest, whether before or after judgment, until payment in full thereof at the Default Interest Rate per annum. Interest on the Loan shall be computed on the basis of a year of 360 days for the actual number of days elapsed. The LIBOR Rate (together with margin set forth above) shall initially be equal to 3.126% per annum, and thereafter the LIBOR Rate shall be reset on the first day of every one month occurring after the date hereof (herein, a "Change Date") and remain in effect until the next Change Date. For purposes hereof, the term "LIBOR Rate" means the 1-month London Interbank Offered Rate (LIBOR) as reported on Bloomberg Financial Market's terminal screen entitled "Official BBA LIBOR Fixings" as reported on the relevant Change Date (or, if such Change Date is not a bank business day, on the immediately prior Business Day), adjusted for any reserve requirement and any subsequent costs arising from a change in government regulation, such rate rounded up to the nearest one-sixteenth percent, unless such rate is no longer available or published, in which case such rate shall be at a comparable index rate selected by the Lender with notice to the Borrower. The Lender shall determine the interest rate applicable to the Loan based on the foregoing, and its determination thereof shall be conclusive and binding except in the case of manifest error. The interest rate payable under this Note shall be subject, however, to the limitation that such interest rate shall never exceed the highest rate which the Borrower may contract to pay under applicable law.

Section 4. Prepayment. The Loan may be prepaid at any time, in whole or in part, without penalty.

Section 5. Late Charges and Default Interest Rate.

(a) Late Charges. If Borrower shall fail to make any payment under the terms of this Note (other than full payment due at maturity) within fifteen (15) days after the date such payment is due, Borrower shall pay to Lender on demand a late charge equal to four percent (4%) of the amount of such payment. Such fifteen (15) day period shall not be construed as in any way extending the due date of any payment. The late charge is imposed for the purpose of defraying the expenses of Lender incident to handling such delinquent payment. This charge shall be in addition to, and not in lieu of, any other amount that Lender may be entitled to receive or action that Lender may be authorized to take as a result of such late payment.

(b) Default Interest Rate. While any Event of Default exists, Borrower promises to pay interest on the unpaid principal balance of the Loan from time to time, at a rate per annum (the "Default Interest Rate") equal to the Interest Rate, plus five percent (5%), and all unpaid interest that has accrued under this Note, whether before or after the occurrence of the Event of Default, shall be paid at the time of, and as a condition precedent to, the curing of the Event of Default. While any Event of Default exists, Lender is expressly authorized to apply payments made under this Note as it may elect against (a) any or all amounts, or portions thereof, then due and payable hereunder or under any of the other Loan Documents, (b) the unpaid principal balance of the Loan, or (c) any combination thereof.

Section 6. Certain Provisions Regarding Payments. All payments made under this Note shall be applied, to the extent thereof, to late charges, to accrued but unpaid interest, to unpaid principal, and to any other sums due and unpaid to Lender under the Loan Documents, in such manner and order as Lender may elect in its sole discretion, any instructions from Borrower or anyone else to the contrary notwithstanding. Remittances shall be made without offset, demand, counterclaim, deduction, or recoupment (each of which is hereby waived) and shall be accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Lender of any payment in an amount less than the amount then due on any indebtedness shall be deemed an acceptance on account only, notwithstanding any notation on or accompanying such partial payment to the contrary, and shall not in any way (a) waive or excuse the existence of an Event of Default (as hereinafter defined), (b) waive, impair or extinguish any right or remedy available to Lender hereunder or under the other Loan Documents, or (c) waive the requirement of punctual payment and performance or constitute a novation in any respect. Payments received after 2:00 p.m. shall be deemed to be received on, and shall be posted as of, the following Business Day. Whenever any payment under this Note or any other Loan Document falls due on a day which is not a Business Day, such payment may be made on the next succeeding Business Day.

Section 7. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Note:

- (a) Borrower fails to pay when and as due and payable any amounts payable by Borrower to Lender under the terms of this Note.
- (b) Any covenant, agreement or condition in this Note is not fully and timely performed, observed or kept, subject to any applicable grace or cure period.
- (c) An Event of Default (as therein defined) occurs under any of the Loan Documents other than this Note (subject to any applicable grace or cure period).

Section 8. Remedies. Upon the occurrence of an Event of Default, Lender may at any time thereafter exercise any one or more of the following rights, powers and remedies:

8.1. Lender may accelerate the Maturity Date and declare the unpaid principal balance and accrued but unpaid interest on this Note, and all other amounts payable hereunder and under the other Loan Documents, at once due and payable, and upon such declaration the same shall at once be due and payable.

8.2. Lender may set off the amount due against any and all accounts, credits, money, securities or other property now or hereafter on deposit with, held by or in the possession of Lender to the credit or for the account of Borrower, without notice to or the consent of Borrower.

8.3. Lender may exercise any of its other rights, powers and remedies under the Loan Documents or at law or in equity.

Section 9. Remedies Cumulative. All of the rights and remedies of Lender under this Note and the other Loan Documents are cumulative of each other and of any and all other rights at law or in equity, and the exercise by Lender of any one or more of such rights and remedies shall not preclude the simultaneous or later exercise by Lender of any or all such other rights and remedies. No single or partial exercise of any right or remedy shall exhaust it or preclude any other or further exercise thereof, and every right and remedy may be exercised at any time and from time to time. No failure by Lender to exercise, nor delay in exercising, any right or remedy shall operate as a waiver of such right or remedy or as a waiver of any Event of Default.

Section 10. Costs and Expenses of Enforcement. Borrower agrees to pay to Lender on demand all costs and expenses incurred by Lender in seeking to collect this Note or to enforce any of Lender's rights and remedies under the Loan Documents, including court costs and reasonable attorneys' fees and expenses, whether or not suit is filed hereon, or whether in connection with bankruptcy, insolvency or appeal.

Section 11. Service of Process. Borrower hereby consents to process being served in any suit, action, or proceeding instituted in connection with this Note by (a) the mailing of a copy thereof by certified mail, postage prepaid, return receipt requested to Borrower, (b) service thereof upon Kinzie Gary Limited Partnership c/o Kinzie Assets, LLC, 806 Greenwood Street, Evanston, Illinois 60201, the agent hereby designated and appointed by Borrower as Borrower's agent for service of process. Borrower irrevocably agrees that such service shall be deemed to be service of process upon Borrower in any such suit, action, or proceeding. Nothing in this Note shall affect the right of Lender to serve process in any manner otherwise permitted by law and nothing in this Note will limit the right of Lender otherwise to bring proceedings against Borrower in the courts of any jurisdiction or jurisdictions, subject to any provision or agreement for arbitration or dispute resolution set forth in the Loan Agreement.

Section 12. Heirs, Successors and Assigns. The terms of this Note and of the other Loan Documents shall bind and inure to the benefit of the heirs, devisees, representatives, successors and assigns of the parties. The foregoing sentence shall not be construed to permit Borrower to assign the Loan except as otherwise permitted under the Loan Documents.

Section 13. General Provisions. Time is of the essence with respect to Borrower's obligations under this Note. If more than one person or entity executes this Note as Borrower, all of said parties shall be jointly and severally liable for payment of the indebtedness evidenced hereby. Borrower and each party executing this Note as Borrower hereby severally (a) waive demand, presentment for payment, notice of dishonor and of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices (except any notices which are specifically required by this Note or any other Loan Document), filing of suit and diligence in collecting this Note or enforcing any of the security herefor; (b) agree to any substitution, subordination, exchange or release of any such security or the release of any party primarily or secondarily liable hereon; (c) agree that

Lender shall not be required first to institute suit or exhaust its remedies hereon against Borrower or others liable or to become liable hereon or to perfect or enforce its rights against them or any security herefor; (d) consent to any extensions or postponements of time of payment of this Note for any period or periods of time and to any partial payments, before or after maturity, and to any other indulgences with respect hereto, without notice thereof to any of them; and (e) submit (and waive all rights to object) to non-exclusive personal jurisdiction of any state or federal court sitting in the state in which any of the Property is located for the enforcement of any and all obligations under this Note and the other Loan Documents; (f) waive the benefit of all homestead and similar exemptions as to this Note; (g) agree that their liability under this Note shall not be affected or impaired by any determination that any title, security interest or lien taken by Lender to secure this Note is invalid or unperfected; and (h) hereby subordinate to the Loan and the Loan Documents any and all rights against Borrower and any security for the payment of this Note, whether by subrogation, agreement or otherwise, until this Note is paid in full. A determination that any provision of this Note is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Note to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances. This Note may not be amended except in a writing specifically intended for such purpose and executed by the party against whom enforcement of the amendment is sought. Captions and headings in this Note are for convenience only and shall be disregarded in construing it. This Note and its validity, enforcement and interpretation shall be governed by the laws of the state in which payment of this Note is to be made (without regard to any principles of conflicts of laws) and applicable United States federal law.

Whenever a time of day is referred to herein, unless otherwise specified such time shall be the local time of the place where payment of this Note is to be made. The term "Business Day" shall mean a day on which Lender is open for the conduct of substantially all of its banking business at its office in the city in which this Note is payable (excluding Saturdays and Sundays). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement. The words "include" and "including" shall be interpreted as if followed by the words "without limitation."

Section 14. Notices. Time. All notices, requests, consents, approvals or demands (collectively, "Notice") required or permitted by this Note to be given by any party to any other party hereunder shall, unless specified otherwise, be in writing (including facsimile (fax) transmission) and shall be given to such party at its address or fax number set forth in the notice provisions of the Loan Agreement, or at such other address or fax number as such party may hereafter specify for the purpose by Notice to the other party. Each such Notice shall be effective when actually received by the addressee or when the attempted initial delivery is refused or when it cannot be made because of a change of address of which the sending party has not been notified; provided, that notices to Lender under Sections 3.1 through 3.8 hereof, inclusive, and notices of changed address or fax number, shall not be effective until received.

Section 15. No Usury. It is expressly stipulated and agreed to be the intent of Borrower and Lender at all times to comply with applicable state law or applicable United States federal law (to the extent that it permits Lender to contract for, charge, take, reserve, or receive a greater amount of interest than under state law) and that this Section shall control every other covenant and agreement in this Note and the other Loan Documents. If applicable state or federal law should at any time be judicially interpreted so as to render usurious any amount called for under this Note or under any of the other Loan Documents, or contracted for, charged, taken, reserved, or received with respect to the Loan, or if Lender's exercise of the option to accelerate the Maturity Date, or if any prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by applicable law, then it is Lender's express intent that all excess amounts theretofore collected by Lender shall be credited on the principal balance of this Note and all other indebtedness secured by the Mortgage, and the provisions of this Note and the other Loan Documents shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with the applicable law, but so as to permit the recovery of

the fullest amount otherwise called for hereunder or thereunder. All sums paid or agreed to be paid to Lender for the use or forbearance of the Loan shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Loan.

[signature appears on following page]



IN WITNESS WHEREOF, Borrower has duly executed this Replacement Promissory Note as of the date first above written.

KINZIE GARY LIMITED PARTNERSHIP, an Illinois limited partnership

By: Kinzie Gary General LLC,
an Illinois limited liability company,
its General Partner

By: Kinzie Assets, LLC,
an Illinois limited liability
company, its Manager and Sole Member

By: _____
Name: _____
Title: _____

