

[INDIANA]

MODIFICATION OF MORTGAGE

MADE as of the 1st day of November, 1995, by and between MINNOTTE CROWN POINT CORPORATION, an Indiana corporation ("Crown Point" or the "Mortgagor"), and INTEGRA BANK/PITTSBURGH (successor by merger to Equibank), as a Co-Lender, and MELLON BANK, N.A., as a Co-Lender and as Agent (collectively, the "Mortgagee").

95070772

WITNESSETH THAT

WHEREAS, the Mortgagor and Minnotte Cleveland Corporation, an Ohio corporation ("Cleveland"), Minnotte Contracting Corporation, a Pennsylvania corporation ("Contracting"), Minnotte Manufacturing Corporation, a Pennsylvania corporation ("Manufacturing"), and Minnotte Machining Corporation, a West Virginia corporation ("Machining"), (collectively, the "Borrowers") and the Mortgagee have entered into a Revolving Credit and Term Loan Agreement dated as of January 31, 1992, as amended by First Amendment to Revolving Credit and Term Loan Agreement dated as of December 31, 1992, Second Amendment to Revolving Credit and Term Loan Agreement dated as of September 29, 1993, Third Amendment to Revolving Credit and Term Loan Agreement dated as of May 31, 1994, Fourth Amendment to Revolving Credit and Term Loan Agreement dated as of July 29, 1994, Fifth Amendment to Revolving Credit and Term Loan Agreement dated as of January 31, 1995, Sixth Amendment to Revolving Credit and Term Loan Agreement dated as of April 30, 1995 and Seventh Amendment to Revolving Credit and Term Loan Agreement dated as of November 1, 1995 (the "Seventh Amendment") (collectively, the "Loan Agreement"), pursuant to which the Mortgagee agreed to make loans and credit accommodations to the Borrowers (the "Loans").

WHEREAS, in accordance with the provisions of the Loan Agreement, the Mortgagor executed that certain Open End Mortgage and Security Agreement in favor of Mortgagee dated January 31, 1992 and recorded February 10, 1992 in the Office of the Recorder of Deeds of Lake County, Indiana at Record No. 92-008250 (LTIC 52452), as the same has been previously amended (the "Mortgage") granting a mortgage lien to Mortgagee on that certain property and improvements located thereon which is described on Exhibit "A" hereto, in order to secure the payment of the principal of and interest on the Loans; and

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

95 NOV 20 AM 11:04

MARGARET J. JOHNSON  
RECORDER

22:00  
20v  
CL# 007325

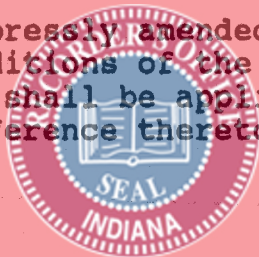
WHEREAS, the Mortgagor and the Mortgagee desire to amend the Mortgage to reflect, among other things, the amendment of the Loan Agreement by the Seventh Amendment pursuant to which amendment Mortgagee has agreed to increase the aggregate principal amount of the term loans which may be made to Cleveland pursuant to the Loan Agreement by making an additional term loan to Cleveland in the aggregate principal amount of \$1,100,000 as evidenced by Cleveland's additional term loan notes in the aggregate principal amount of \$1,100,000 dated November 1, 1995 payable to Co-Lenders (the "Additional Term Loan Notes").

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The definition of "Debt" contained in paragraph 2 of the Mortgage shall include, in addition to all other items of "Debt" set forth in paragraph 2 of the Mortgage, all advances made by Mortgagee to Cleveland under the Additional Term Loan Notes and pursuant to the Loan Agreement.

2. The Mortgage as amended hereby is given for the purpose of securing the Debt, as described above, and loan advances which Mortgagee may make to Mortgagor pursuant and subject to the terms and provisions of the Loan Agreement, which Loan Agreement as amended is incorporated herein and made a part hereof by this reference. The parties hereto intend that, in addition to any other obligations secured hereby, the Mortgage as amended hereby shall secure unpaid balances of loan advances made after this Modification of Mortgage is delivered to the Recorder of Deeds of Lake County, Indiana for record, whether made pursuant to an obligation of Mortgagee or otherwise.

3. Except as expressly amended hereby, all of the terms, provisions and conditions of the Mortgage shall remain in full force and effect and shall be applicable hereto and are incorporated herein by reference thereto and made a part hereof.



IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have executed this Modification of Mortgage as of the day and year first above written.

ATTEST:

*[Signature]*  
Title: \_\_\_\_\_

MINNOTTE CROWN POINT CORPORATION

By *[Signature]*  
Title: Pres.

MELLON BANK, N.A.

Document is

By *[Signature]*

**NOT OFFICIAL**

Mark T. Lattner  
Assistant Vice President

This Document is the property of  
the Lake County Recorder!

INTEGRA BANK/PITTSBURGH

By:

*[Signature]*  
Robert Foust  
Vice President

**STOP**



STATE OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY ) SS:

ON THIS, the 1st day of NOVEMBER, 1995, before me, the undersigned officer, personally appeared DAVID W. MINNOTTE, who acknowledged himself to be the PRESIDENT of Minnotte Crown Point Corporation, an Indiana corporation, and that he, as such PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

**Document is  
NOT OFFICIAL!**

This Document is the property of Carol J. Bates  
the Lake County Recorder Notary Public

My Commission Expires:

Notarial Seal  
Carol J. Bates, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires May 23, 1998  
Member, Pennsylvania Association of Notaries



COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF ALLEGHENY )

SS:

ON THIS, the 3rd day of November, 1995, before me, the undersigned officer, personally appeared Mark T. Latterner, who acknowledged himself to be an Assistant Vice President for Mellon Bank, N.A., and that he, as such Assistant Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

**Document is NOT OFFICIAL!**

This Document is the property of the Lake County Recorder!

My Commission Expires: 6/8/98

**STOP**

Notarial Seal  
Debra M. Osman, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires June 8, 1998  
Member, Pennsylvania Association of Notaries



COMMONWEALTH OF PENNSYLVANIA )

)

SS:

COUNTY OF ALLEGHENY )

)

ON THIS, the 7<sup>th</sup> day of November, 1995, before me, the undersigned officer, personally appeared Robert Foust, who acknowledged himself to be a Vice President for Integra Bank/Pittsburgh, and that he, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

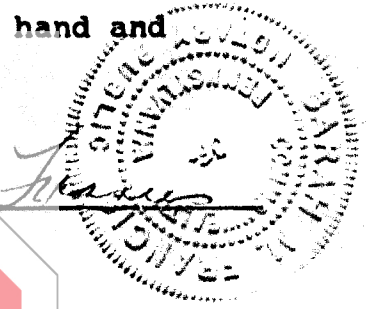
**Document is  
NOT OFFICIAL!**

*Sarah M. Francis*  
**This Document is not property of  
the Lake County Recorder!**

My Commission Expires:

Notarial Seal  
Sarah M. Francis, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires May 12, 1997  
Member, Pennsylvania Association of Notaries

**STOP**



# Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

## EXHIBIT A

Part of Tracts 5, 12 and 13 in Smith's Addition of Outlots as shown in Miscellaneous Record A, page 290, in the Northeast Quarter of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian, more particularly described as follows: Beginning at a point on the East line of the Northeast Quarter of said Section 5 and 579.84 feet South of the Northeast corner thereof, said point being on the East line of Tract 13 of Smith's Addition of Outlots and 141.86 feet North of the Southeast corner thereof; thence South 0 degrees 09 minutes 00 seconds West along the East Line of said Tracts 13, 12 and 5 along the East line of the Northeast Quarter of said Section 5 a distance of 721.63 feet to a point 80.17 feet North of the Southeast corner of said Tract 12; thence South 81 degrees 27 minutes 00 seconds West a distance of 655.95 feet to a point of the West line of said Tract 5 and 25.93 feet South of the Northwest corner thereof; thence North 00 degrees 07 minutes 45 seconds East along the West line of said Tracts 5, 12 and 13, a distance of 741.47 feet to a point 55.42 feet North of the Southwest corner of said Tract 13; thence North 81 degrees 27 minutes 00 seconds East a distance of 434.71 feet to a point of curve, thence Northeasterly along a curve to the right with a radius of 1314.58 feet a distance of 199.61 feet to a point of tangent; thence South 89 degrees 51 minutes East and tangential to the aforescribed curve a distance of 30 feet to the point of commencement, all in the City of Crown Point, Lake County, Indiana.

