

5

2000 019102

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 MAR 21 AM 10:44

MORTGAGE DEPARTMENT
RECORDER

Third Amendment to Mortgage

This Third Amendment to Mortgage has been executed as of March 6, 2000 by BULKMATIC TRANSPORT COMPANY, as mortgagor ("Mortgagor"), an Illinois corporation with its offices at 2001 N. Cline Avenue, Griffith, Indiana 46319, in favor of The Northern Trust Company, an Illinois banking corporation ("Mortgagee"), with its main banking office at 50 South LaSalle Street, Chicago, Illinois 60675, acting as Agent for itself and the other "Lenders," as defined in that Third Amended and Restated Term Loan Agreement and Revolving Line of Credit (the "Loan Agreement"), dated as of April 30, 1999 among Mortgagor, Pork Chop Limited Partnership, an Illinois limited partnership, Butler & Company, Inc., an Alabama corporation, Mortgagee, and the Lenders.

WHEREAS, the Mortgagee and Mortgagor entered into that Mortgage (the "Mortgage") dated as of September 30, 1997, recorded with the Lake County, Indiana Recorder on October 7, 1997, Document No. 97067668, as amended by that certain First Amendment to Mortgage dated December 19, 1997 entered into by Mortgagee and Mortgagor, recorded with the Lake County, Indiana Recorder on December 31, 1997 as Document No. 9789775 as amended by that Second Amendment to Mortgage dated April 30, 1999 entered into by Mortgagee and Mortgagor, recorded with the Lake County, Indiana Recorder on May 5, 1999 as Document No. 99038365;

WHEREAS, the Mortgage concerns the real property located in Lake County, State of Indiana described on Exhibit A attached hereto and by this reference incorporated herein, all or part of which is commonly known as 2001 North Cline Avenue, Griffith, Indiana, including without limitation all improvements now and hereafter located thereon;

WHEREAS, the Mortgagee and Mortgagor concurrently herewith are entering into the First Amendment to the Third Amended and Restated Loan Agreement under which the Lenders, as defined in the Third Amended and Restated Loan Agreement, have agreed to make additional loans to the Mortgagee which loans are to be secured by the Mortgage;

WHEREAS, in order to reflect the additional loans made under the Loan Agreement, it is necessary to amend the Mortgage as set forth herein.

NOW, THEREFORE, the parties agree that the Mortgage shall be amended as follows:

1. The definition of "Loan Agreement" set forth in the first paragraph of the Mortgage is hereby deleted and "Loan Agreement" is redefined to mean the Third Amended and Restated Term Loan Agreement and Revolving Line of Credit dated as of April 30, 1999 entered into by and among Mortgagor, Pork Chop Limited Partnership, an Illinois limited partnership,

FC 21890

CH01/11006938.1
03/06/00

HOLD FOR FIRST AMERICAN TITLE

17.00
m
7A

Butler & Company, Inc., an Alabama corporation, Mortgagee, and the Lenders, as amended by that certain First Amendment to Third Amended and Restated Term Loan Agreement and Revolving Line of Credit Agreement (\$6,000,000) dated as of the date hereof entered into by an among Mortgagor, Mortgagee, and the Lenders, and as may be further amended, and also to mean the Revolving Line of Credit dated the date of this Third Amendment by and among Mortgagor, Mortgagee, and the Lenders, and as may be amended. All references to "Loan Agreement" in the Mortgage shall have the meaning of "Loan Agreement" as hereby redefined.

2. Section 3 of the Mortgage is hereby deleted in its entirety and the following language is substituted in its place:

3. LIABILITIES. The Premises shall secure the payment and performance of all obligations and liabilities of Mortgagor to the Lenders (including obligations owed to Mortgagee as agent for the Lenders) under the Loan Documents, including the Revolving Notes, the 1999 Bulkmatic Term Notes, the 2000 Revolving Notes (as defined under the Loan Agreement), and reimbursement obligations for any draw under any of the Letters of Credit issued thereunder and all amendments and restatements thereto (the Revolving Notes, the 1999 Bulkmatic Term Notes, the 2000 Revolving Notes, and the Letters of Credit are sometimes collectively referred to herein as the "Notes"), and shall secure all obligations of Mortgagor to the Lenders (including obligations owed to Mortgagee as agent for the Lenders) pursuant to any existing or hereafter given guaranties by either of them to the Lenders, and shall further secure:

(a) payment of all sums advanced by Mortgagee to perform any of the terms, covenants and provisions of this Mortgage or any of the other Loan Documents, or otherwise advanced by Mortgagee pursuant to the provisions hereof or thereof to protect the property hereby mortgaged and pledged; and

(b) performance of obligations under the Loan Documents or any instrument given to evidence or further secure the payment and performance of the Liabilities; and

(c) performance of any other instrument given to evidence or further secure the payment and performance of any of the foregoing obligations.

(all of the foregoing in this Section 3 being collectively referred to as the "Liabilities").

THE TOTAL AMOUNT OF INDEBTEDNESS SECURED HEREBY SHALL NOT EXCEED \$80,000,000.00 OUTSTANDING AT ANY ONE TIME."

3. The Mortgage is in all other respects affirmed and restated.

IN WITNESS WHEREOF Mortgagor has signed, sealed and delivered this Third Amendment to Mortgage as of the date first set forth above.

BULKMATIC TRANSPORT COMPANY,
an Illinois corporation

By: *Fred J. Flaxman*
Name: Fred J. Flaxman
Title: V.P. Finance

Document is

Address for Notices:

NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

2001 N. Cline Avenue

Griffith, Indiana 46319

Attention: A.Y. Bingham

STOP

This document prepared by:
William J. Barrett
GARDNER, CARTON & DOUGLAS
Suite 3400-Quaker Tower
321 North Clark Street
Chicago, Illinois 60610-4795

Mail to:

William J. Barrett
GARDNER, CARTON & DOUGLAS
Suite 3400-Quaker Tower
321 North Clark Street
Chicago, Illinois 60610-4795



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Gwendolyn Brinker, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Fred J. Plaxman, V.P. - Finance of Bulkmatic Transport Company, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Fred J. Plaxman appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her own free and voluntary act and, as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12 day of March, 2000.

This Document is the property of the Lake County Recorder!

Gwendolyn Brinker
Notary Public

My Commission Expires:

JANUARY 12, 2001

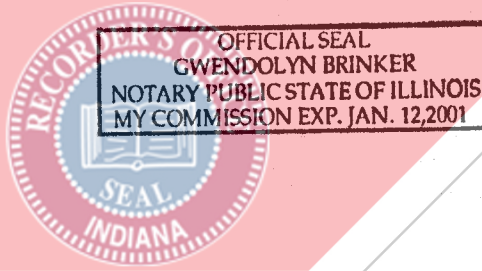


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: LOT 1, IN BLOCK 1 OF BRANT'S BUSINESS CENTER ADDITION TO THE TOWN OF GRIFFITH AS SHOWN IN PLAT BOOK 50, PAGE 61, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPT THAT PART TAKEN FOR ROADWAY PURPOSES.

PARCEL 2: LOT 3, BLOCK 2, BRANT'S BUSINESS CENTER ADDITION TO THE TOWN OF GRIFFITH, AS SHOWN IN PLAT BOOK 50, PAGE 61, AND AS AMENDED BY THAT CERTIFICATE OF CORRECTION RECORDED JANUARY 14, 1980 AS DOCUMENT NUMBER 568717, IN LAKE COUNTY, INDIANA.

PARCEL 3: LOTS 4 AND 5, BLOCK 2, IN BRANT'S BUSINESS CENTER ADDITION TO THE TOWN OF GRIFFITH, AS SHOWN IN PLAT BOOK 50, PAGE 61, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

