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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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**SECOND MODIFICATION TO MORTGAGE,  
ASSIGNMENT OF RENTS  
AND  
SECURITY AGREEMENT**

MICHAEL J. ...  
RECORDER

**[INCLUDING THE FIXTURE FILING PROVIDED THEREIN]**

**Dated: As of December 17, 2004**

- between -

**THE PROVIDENT BANK  
("Mortgagor")**

- and -

**MMM - INVEST, INC.  
("Mortgagee")**

**LOCATION OF PREMISES**

Street Address: 2901 W. 37<sup>th</sup> Avenue, Hobart, Indiana 46342  
City or Town of: Hobart  
County of: Lake  
State of: Indiana



RECORDING REQUESTED BY:  
WHEN RECORDED RETURN TO:

BAKER & HOSTETLER LLP  
312 WALNUT STREET  
SUITE 3200  
CINCINNATI, OHIO 45202  
ATTN.: MARTINE R. DUNN, Preparer

28774404

HOLD FOR MERIDIAN TITLE CORP

JP  
ZP  
MT

**SECOND MODIFICATION TO MORTGAGE, ASSIGNMENT OF RENTS  
AND SECURITY AGREEMENT**

THIS SECOND MODIFICATION TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (this "**Modification**") is dated as of December 17, 2004 by and between MMM-INVEST, INC., an Indiana corporation, whose mailing address is 3570 Commerce Drive, Warsaw, Indiana 46580 ("**Mortgagor**") and THE PROVIDENT BANK, an Ohio banking corporation, whose mailing address is One East Fourth Street, Cincinnati, Ohio 45202 (together with its successors and assigns, "**Mortgagee**").

**RECITALS**

- A. Pursuant to the terms of that certain Loan and Security Agreement dated as of December 28, 2001 (the "**Original Loan Agreement**") between Mortgagor and Mortgagee, Mortgagor executed and delivered to Mortgagee a Term Loan Promissory Note dated December 28, 2001 in the principal amount of Five Million and no/100 Dollars (\$5,000,000.00) (the "**Term Loan Note**") and a Revolving Credit Loan Promissory Note dated December 28, 2001 for an amount not to exceed Five Million and no/100 Dollars (\$5,000,000.00) (the "**Revolving Credit Note**" and together with the Term Loan Note the "**Original Notes**").
- B. The Original Notes are secured by, among other things, that certain Mortgage, Assignment of Rents and Security Agreement, dated as of December 28, 2001, for the benefit of Mortgagee, and recorded on January 7, 2002 (the "**Original Mortgage**") as Instrument Number 2002-001759 in the Office of the Recorder of Lake County, Indiana (the "**Recorders Office**"), encumbering the premises described on Exhibit A attached hereto and made a part hereof (the "**Premises**").
- C. The Mortgagor and Mortgagee entered into a certain First Amendment to Loan and Security Agreement dated as of December 27, 2002 which extended the maturity date of the Revolving Credit Note until January 2, 2004 pursuant to a First Amendment and Restatement of Revolving Credit Promissory Note (as amended, the Revolving Credit Note will continue to be referred to as such throughout the remainder of this Modification).
- D. Mortgagor and Mortgagee entered into an Amended and Restated Loan and Security Agreement dated as of May 28, 2003 (the "**Amended Loan Agreement**") pursuant to which (i) the Mortgagee provided to the Mortgagor a five-year term loan in the principal amount of Eighteen Million Four Hundred Ten Thousand Dollars (\$18,410,000) (the "**\$18,410,000 Term Note**") and (ii) the terms and conditions pertaining to the Revolving Credit Note were further incorporated and governed.
- E. In connection with the Amended Loan Agreement, Mortgagor and Mortgagee entered into a First Modification to Mortgage, Assignment of Rents and Security Agreement dated May 28, 2003 (the "**First Modification**"), pursuant to which the total outstanding principal balance secured by the Original Mortgage was increased to Twenty-Three Million Four Hundred Ten Thousand and no/100 (\$23,410,000.00).
- F. Borrower and Bank entered into a First Amendment to Amended and Restated Loan and Security Agreement (the "**First Amendment**") pursuant to which the maturity date of the Revolving Credit Note was extended to March 31, 2005, the principal amount of the Revolving Credit Note was increased to \$6,000,000 during the period from December 1, 2004 through January 1, 2005, and certain covenants and financial delivery requirements were modified.

G. As of the date hereof, Mortgagor and Mortgagee have agreed to enter into a Second Amendment to Amended and Restated Loan Agreement (the “**Second Amendment**”) pursuant to which Mortgagee will provide Mortgagor with a \$4,000,000 term loan.

H. In furtherance of the transactions contemplated by the Second Amendment, the parties hereto are executing and delivering this Modification to amend the Mortgage, in order to conform to the amended terms and conditions provided in the Amended Loan Agreement, as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and the Mortgagee hereby agree as follows:

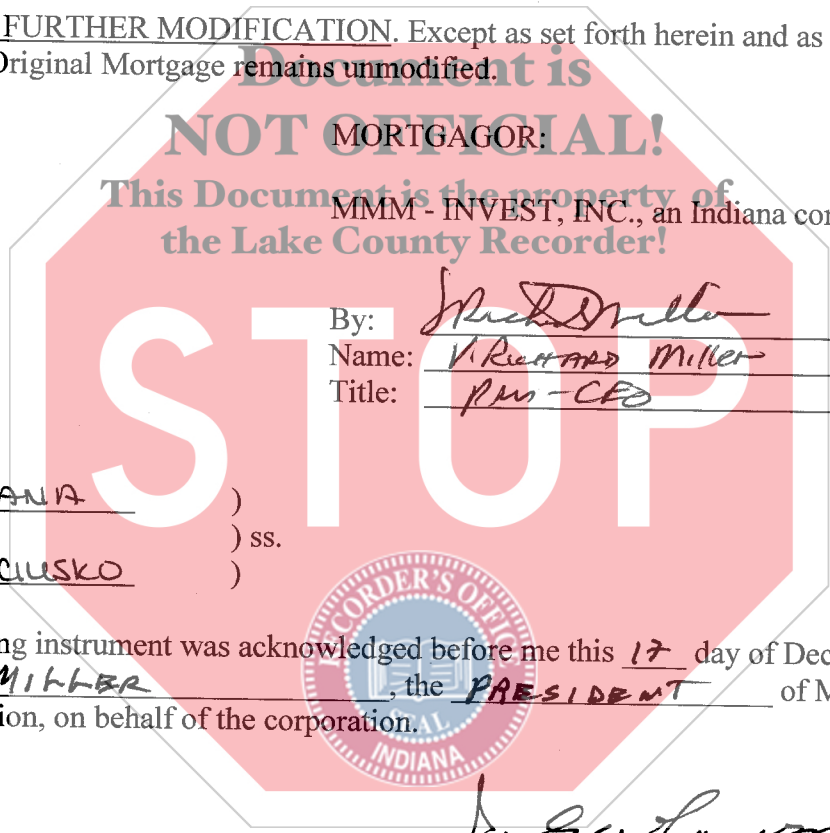
1. AMENDMENT TO MORTGAGE. As used in the Original Mortgage and the Amended Loan Agreement, as amended by the First Amendment and Second Amendment, the term “**Notes**” shall now mean the Revolving Credit Note, the \$18,410,000 Term Note, and the \$4,000,000 Term Note executed by Mortgagor in favor of Mortgagee and dated as of the date hereof, and as the same may hereafter be amended, modified, extended or renewed from time to time.
2. PRINCIPAL BALANCE SECURED. The total outstanding principal balance that will be secured by the Original Mortgage as amended by this Modification shall be increased from Twenty-Three Million Four Hundred Ten Thousand and no/100 Dollars (\$23,410,000.00) to Twenty-Eight Million Four Hundred Ten Thousand and no/100 Dollars (\$28,410,000.00). Any and all references within the Original Mortgage to the maximum principal indebtedness shall be read and interpreted as if the figure Twenty-Eight Million Four Hundred Ten Thousand and no/100 Dollars (\$28,410,000.00) was originally set forth therein.
3. INCORPORATION. Except as varied by this Modification, the terms and conditions of the Original Mortgage, as modified, and the Amended Loan Agreement, as amended by the First Amendment and Second Amendment, are hereby incorporated as if set forth herein at length.
4. SUCCESSORS AND ASSIGNS. This Modification shall inure to the benefit of and be binding upon Mortgagee and Mortgagor and their respective heirs, executors, legal representatives, successors in title and assigns. Whenever a reference is made in this Modification to Mortgagor or Mortgagee, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors in title, and assigns of Mortgagor and Mortgagee, as the case may be; provided, however, that the provisions of this paragraph are subject to the terms and conditions of Amended Loan Agreement, as amended.
5. PARTIAL INVALIDITY. If one or more of the provisions of this Modification shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability of that provision shall not affect any other provision of this Modification, and this Modification shall be construed as if the invalid, illegal or unenforceable provision had never been included in this Modification.
6. MODIFICATION OF FIXTURE FILING. This Modification will also serve to modify and amend the Fixture Filing set forth in the Original Mortgage for the purposes provided herein and for purposes of indexing the names of the parties of the financing statements provided in the Original Mortgage. For purposes of the fixture filing, the name of the “**debtor**” is MMM-Invest, Inc. and the name of the “**secured party**” is The Provident Bank.

7. NO RELEASE OR IMPAIRMENT OF MORTGAGE. Except as expressly set forth herein (i) nothing herein shall be construed to invalidate, release or impair any covenant, condition, modification or stipulation contained in the Original Mortgage, (ii) the Original Mortgage and the status of the lien and security interest granted thereunder, shall continue in full force and effect with the same priority provided thereby, and (iii) Mortgagor agrees to comply with and abide by each and every covenant, modification, condition and stipulation contained in this Modification, as well as the covenants, modifications, conditions and stipulations in the Amended Loan Agreement, not inconsistent herewith. This Modification does not constitute a novation of the lien and security interest granted under the Original Mortgage.

8. CHANGES ONLY IN WRITING. Mortgagor acknowledges that this Modification and all instruments referred to herein can be extended, modified or amended only in writing executed by Mortgagee and Mortgagor and that none of the rights or benefits of Mortgagee can be waived permanently except in a written document executed by Mortgagee. Mortgagor further acknowledges Mortgagor's understanding that no officer or administrator of Mortgagee has the power or the authority from Mortgagee to make an oral extension or modification or amendment of any such instrument or agreement on behalf of Mortgagee.

9. DUPLICATE ORIGINALS. This Modification may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

10. NO FURTHER MODIFICATION. Except as set forth herein and as modified by the First Modification, the Original Mortgage remains unmodified.



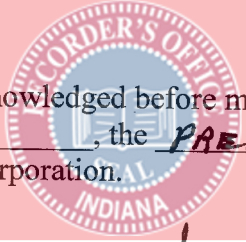
MORTGAGOR:

MMM - INVEST, INC., an Indiana corporation

By: [Signature]  
Name: V. Richard Miller  
Title: PM - CFO

STATE OF INDIANA )  
 ) ss.  
COUNTY OF KOSCIUSKO )

The foregoing instrument was acknowledged before me this 17 day of December, 2004 by V. RICHARD MILLER, the PRESIDENT of MMM - Invest, Inc., an Indiana corporation, on behalf of the corporation.



[Signature]  
Notary Public J. W. Lawson  
My commission expires: 2-16-07

**EXHIBIT A**

**PARCEL 1:**

Part of the Northwest ¼ of the Northwest ¼ of Section 25, Township 36 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in the City of Hobart, Lake County, Indiana, described as follows: Beginning at a point 40 feet South and 30 feet West of the Northeast corner of said ¼ ¼ Section; thence South parallel to the East line thereof, 135 feet; thence West, parallel to the North line thereof, 70 feet; thence South, parallel to the East line thereof, 125 feet; thence East, parallel to the North line thereof, 70 feet; thence South, parallel to the East line thereof, 185 feet; thence West, parallel to the North line thereof, 525 feet; thence North, parallel to the East line thereof, 125 feet; thence East, parallel to the North line thereof, 15 feet; thence North, parallel to the East line thereof, 185 feet; thence East parallel to the North line thereof, 126 feet; thence North, parallel to the East line thereof, 135 feet to the South line of 37<sup>th</sup> Avenue; thence East, along said South line 384 feet to the point of beginning.

**PARCEL II:**

Lots 9, 10 and 11 in Resubdivision of Parts of Indiana Ridge Subdivision, in the City of Hobart, as per plat of said Resubdivision, recorded in Plat Book 31 Page 38, in the Office of the Recorder of Lake County, Indiana.

