

5

2007 052917

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 JUN 29 AM 8:53

MICHAEL A. BROWN  
RECORDER



Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of June 15, 2007, between The Roland J. Pereira Revocable Trust dated March 30, 1994, whose address is 8252 Virginia Street, Merrillville, IN 46410, (the "Mortgagor"), and JPMorgan Chase Bank, N.A., whose address is 8585 Broadway, Merrillville, IN 46410, and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated November 16, 2005 and recorded on November 29, 2005, as Instrument No. 2005104343, with the Office of the Recorder of Lake County, Indiana (as amended and replaced from time to time, the "Mortgage"). The Mortgage encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the Town of Merrillville, County of Lake, State of Indiana:

Lot 1 in R.J.P. Subdivision, as per plat thereof, recorded in Plat Book 69, page 43, in the Office of the Recorder of Lake County, Indiana.

(the "Premises"),

Commonly known as 8252 Virginia Street, Merrillville, Indiana 46410,  
Tax Parcel Identification No. 08-15-0594-0001.

The Mortgage secures the Liabilities (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by a(n) Line of Credit Note dated November 16, 2005, payable by Alliance Group Technologies Corporation, Alliance Group Technologies Company/Indiana, Inc., Alliance Group Technologies Company/Kokomo, Inc., and Alliance Group Technologies Company/Calumet, Inc. to the Mortgagee, in the original principal sum of One Million and 00/100 Dollars (\$1,000,000.00) (the "Original Extension of Credit"), including all extension and renewals, subsequently increased to the amount of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) by that certain Line of Credit Note dated September 5, 2006.

The Mortgagor desires to renew and modify the Original Extension of Credit and to increase the Original Extension of Credit to be in the principal sum of Two Million Three Hundred Thousand and 00/100 Dollars (\$2,300,000.00), and for the Mortgage to be amended to secure all such increased indebtedness in addition to the Original Extension of Credit.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

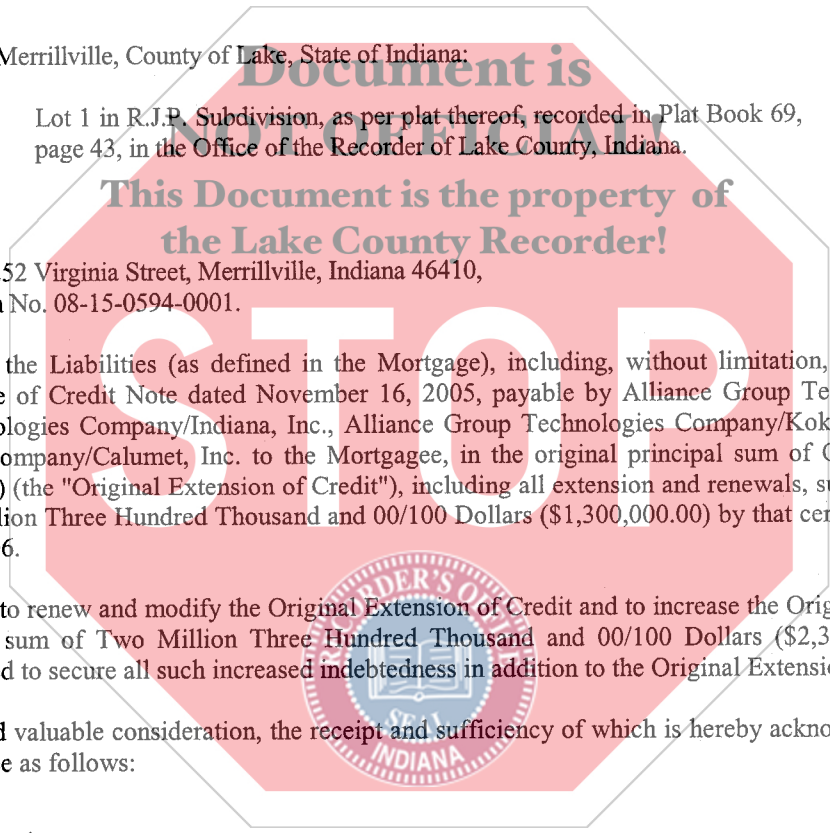
DMJ 11491601

RECORD AND RETURN TO:

UCC Direct Services  
187 WOLF RD. SUITE 101  
ALBANY, NY 12205

22  
↑

20<sup>00</sup> 00  
2<sup>00</sup>  
5659900  
B



1. The Mortgage is hereby amended as follows:

- (a) The paragraph appearing on page 2 of the Mortgage which begins with the words "The term "Liabilities in this Mortgage means", and including subparagraphs (1) and (2) thereof, is hereby amended and restated in its entirety to read as follows:

The term "Liabilities" in this Mortgage means means all indebtedness, liabilities and obligations of every kind and character of each Borrower to the Mortgagee, whether the indebtedness, liabilities and obligations are individual, joint or several, contingent or otherwise, now or hereafter existing, including, without limitation, all liabilities, interest, costs and fees, arising under or from any note, open account, overdraft, credit card, lease, Rate Management Transaction, letter of credit application, endorsement, surety agreement, guaranty, acceptance, foreign exchange contract or depository service contract, whether payable to the Mortgagee or to a third party and subsequently acquired by the Mortgagee, any monetary obligations (including interest) incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations, rearrangements, restatements, replacements or substitutions of any of the foregoing. The Mortgagor and the Mortgagee specifically contemplate that Liabilities include indebtedness hereafter incurred by the Borrower to the Mortgagee. The term "Liabilities" includes, without limitation, the following:

(1) That certain Line of Credit Note, dated as of June 15, 2007, in the original principal amount of Two Million Three Hundred Thousand and No/ 100 (\$2,300,000.00), executed and delivered by Mortgagor to the Mortgagee, which promissory note constituted a renewal, modification, and an increase of that certain Line of Credit Note, dated as of September 5, 2006, in the original principal amount of One Million Three Hundred Thousand and No/ 100 (\$1,300,000.00), executed and delivered by Mortgagor to the Mortgagee, which promissory note constituted a renewal, modification, and an increase of that certain Line of Credit Note, dated as of June 3, 2003, in the original principal amount of One Million and No/ 100 (\$1,000,000.00), executed and delivered by Mortgagor to the Mortgagee;

(2) The performance of all of the promises and agreements contained in this Mortgage.

- (b) The paragraph appearing on page 2 of the Mortgage which begins with the words "In addition to any presently existing Liabilities secured by this Mortgage, this Mortgage shall also secure:" is hereby amended and restated in its entirety to read as follows:

In addition to any presently existing Liabilities secured by this Mortgage, this Mortgage shall also secure: (a) all future Liabilities, including, without limitation, future obligations and advances, whether such future Liabilities are made as an obligation, made at the option of the Mortgagee, made after reduction to a zero (0) or other balance, or made otherwise, provided that, for purposes of Ind. Code §32-8-11-9, such future Liabilities shall only be secured to the same extent as if the future Liabilities were made on the date of execution of this Mortgage up to the maximum amount of future Liabilities of Four Million Six Hundred Thousand and No/100 Dollars (\$4,600,000.00); and (b) all future modifications, extensions and renewals of any of the Liabilities (including, without limitation, all present and future Liabilities) secured by this Mortgage. This Mortgage shall not apply to any obligation or debt incurred for personal, household or family purposes unless the note or guaranty evidencing such personal, household or family debt expressly states that it is secured by this Mortgage.

2. The Mortgagor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Mortgagee are necessary or desirable to effect the intent of this Amendment.

3. Except as amended by this Amendment, all terms of the Mortgage are confirmed and ratified by the Mortgagor and the Mortgagee, as if they were fully set forth in this Amendment.

4. **Governing Law and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Indiana (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection,

priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Indiana shall apply to the obligations and indebtedness secured by this Amendment. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Mortgagee in any state or federal court located in the State of Indiana, as the Mortgagee in its sole discretion may elect. By the execution and delivery of this Amendment, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Mortgagor waives any claim that the State of Indiana is not a convenient forum or the proper venue for any such suit, action or proceeding.

5. **WAIVER OF SPECIAL DAMAGES.** THE MORTGAGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

6. **JURY WAIVER.** THE MORTGAGOR AND THE MORTGAGEE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE MORTGAGOR AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Mortgagor:

*[Handwritten Signature]*

Roland J. Pereira, as Trustee under The Roland J. Pereira Revocable Trust dated March 30, 1994

Mortgagee:

JPMorgan Chase Bank, N.A.

By:

*[Handwritten Signature]*

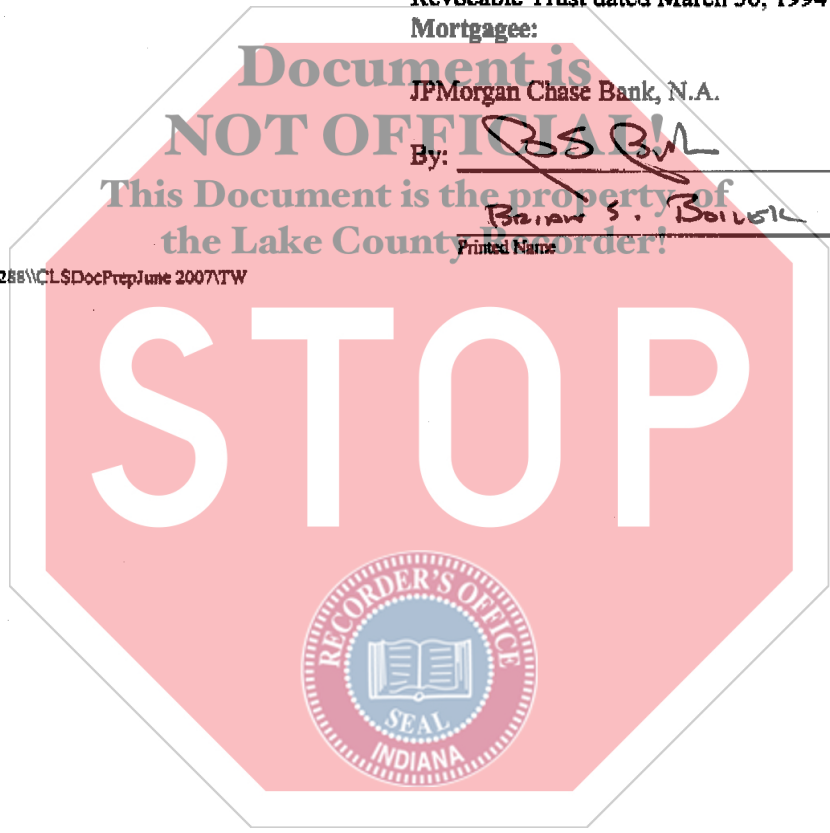
Brian S. Boileau

Printed Name

Vice President

Title

Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!



Angela Pickens \ EN00000200006928\BNCL\$DocPrep\June 2007\TW 790217079000

ACKNOWLEDGMENT OF MORTGAGOR

State of INDIANA )  
County of Lake ) ss

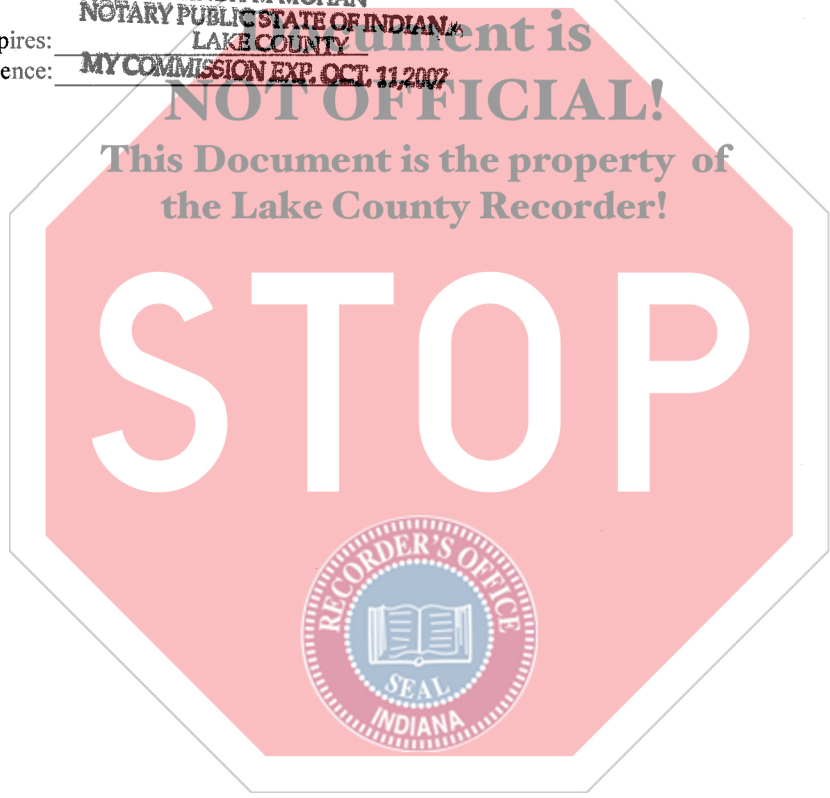
Before me, a Notary Public in and for the above County and State, personally appeared BRIAN BOILEK  
the VP of CHASE BANK, who as such  
acknowledged the execution of the foregoing instrument for and on behalf of said

WITNESS my hand and Notarial seal the 25<sup>th</sup> day of June, 20 07.

Signature: Linda M Mohan  
Printed: LINDA M MOHAN

Notary Public

My Commission Expires: LINDA M MOHAN  
My County of Residence: NOTARY PUBLIC STATE OF INDIANA, LAKE COUNTY  
MY COMMISSION EXP. OCT. 11, 2007



ACKNOWLEDGEMENT OF MORTGAGEE

State of INDIANA )  
 ) ss  
County of Lake )

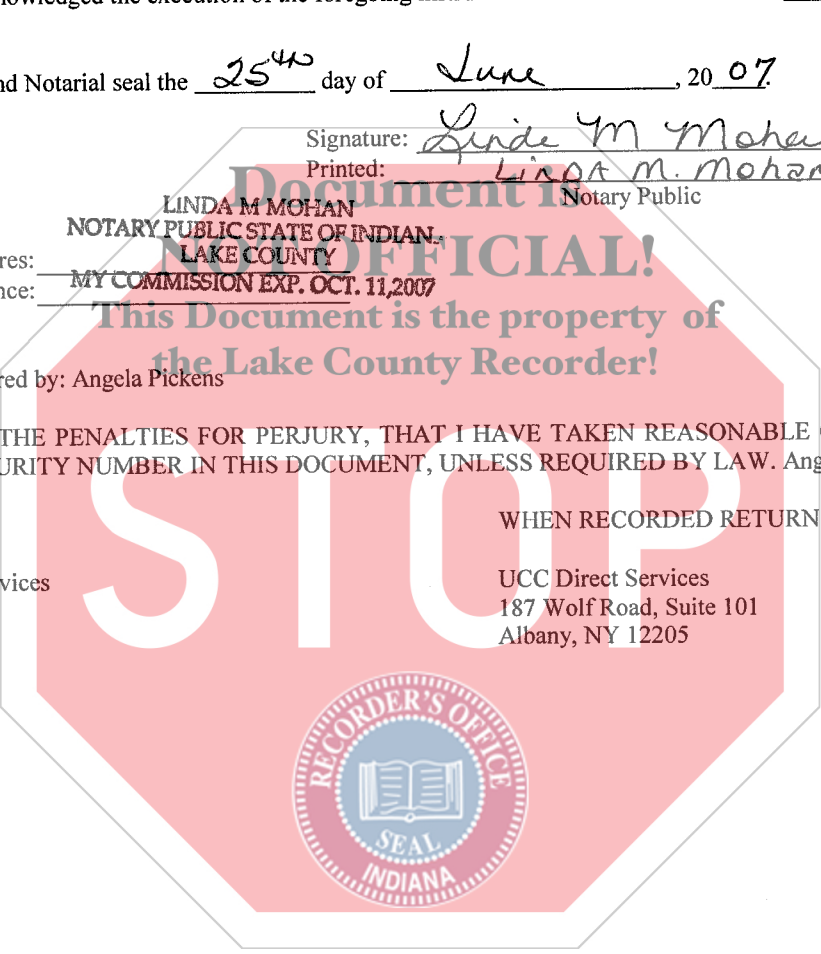
Before me, a Notary Public in and for the above County and State, personally appeared ROLAND J. PEREIRA  
the TRUSTEE/ROLAND J. PEREIRA <sup>REVOCABLE</sup> TRUST DATED MARCH 30, 1994, who as such  
acknowledged the execution of the foregoing instrument for and on behalf of said \_\_\_\_\_

WITNESS my hand and Notarial seal the 25<sup>th</sup> day of June, 2007.

Signature: Linda M Mohan  
Printed: LINDA M. MOHAN  
Notary Public

LINDA M MOHAN  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. OCT. 11, 2007

My Commission Expires:  
My County of Residence:



This instrument prepared by: Angela Pickens

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. Angela Pickens.

PREPARED BY:

Commercial Loan Services  
IL1-1146(B2)  
120 S. LaSalle St.  
Chicago, IL 60603  
UCN #790217079000

WHEN RECORDED RETURN TO:

UCC Direct Services  
187 Wolf Road, Suite 101  
Albany, NY 12205