

4

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 028439

2009 MAY -1 AM 9:57

MICHAEL A. BROWN  
RECORDER

Mortgagor's Name and Address  <b>GSP-1931, LLC</b> <b>2700 East 5th Avenue</b> <b>Gary, IN 46402</b>  ("Mortgagor" whether one or more)	<b>American Trust &amp; Savings Bank</b> <b>1321-119th Street</b> <b>Whiting, IN 46394</b>  ("Mortgagee")	Return to: <b>American Trust &amp; Savings Bank</b> <b>1321-119th Street</b> <b>Whiting, IN 46394</b>
---	---	--

**MORTGAGE MODIFICATION AGREEMENT**

Mortgagor, for valuable consideration given by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Mortgage dated MARCH 28, 2002, recorded APRIL 4, 2002, in the Office of the Recorder of LAKE County, INDIANA, as Document No. 2002031925 and Modified by Document No. 2008057822 and 200904181 recorded AUGUST 14, 2008 and JANUARY 26, 2009, in the Office of the Recorder of LAKE County, INDIANA (herein the "Mortgage") is hereby amended as follows:

TICOR TITLE INSURANCE  
Crown Point, Indiana

**Note Modification, Renewal, Replacement or Extension.** The promissory note referenced in paragraph 2 on page 2 of the Mortgage in the original principal amount of \$ 900,000.00 and dated MARCH 28, 2002, (herein the ("Note")) has been modified as follows:

1.1.  **Replacement.** The note has been replaced by Mortgagor's promissory note dated \_\_\_\_\_ in the original principal amount of \$ \_\_\_\_\_ (the "Replacement Note"). Mortgagor agrees that the Mortgage shall secure the payment of the Replacement Note, and any renewal, extension, modification, refinancing or replacement thereof, and all interest, attorney fees, and costs of collection with respect thereto. The Replacement Note is given in substitution for and not in discharge of the indebtedness evidenced by the Note.

1.2.  **Extension.** The Maturity date of the Note has been extended to SEPTEMBER 28, 2018, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as extended.

1.3.  **Renewal.** The line of credit commitment evidenced by the Note has been renewed for a \_\_\_\_\_  day  month  year period. The Note shall remain in full force and shall mature on \_\_\_\_\_, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as renewed.

1.4.  **Modification.** The Note has been modified as follows:

**SEE ATTACHED SCHEDULE A - ATTACHED HERE TO**

"I affirm, under the penalty for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Hazel Gardin

A 23  
TV  
CIA

Mortgagor agrees that the Mortgage shall secure the payment of the Note as modified.

**Ticor Title recorded this document as an accommodation. Ticor did not examine the document or the title of the real estate affected.**

Return: Saabone

Schedule A

Beginning with the monthly payments due April 28, 2009 interest only, calculated on the basis of the actual number of days elapsed over a year of 360 days, for six monthly installments at the current note rate of interest. Regular scheduled principal and interest payments will commence on October 28, 2009 until the loan is fully paid, subject to interest rate adjustments as stated in the original note.



2.  **Additional Indebtedness Secured by Mortgage.** In addition to the obligations referred to in the Mortgage it shall also secure payment of that certain promissory note executed by BORROWERS AS THERE IN DEFINED dated MARCH 28, 2002 in the original principal amount of \$ 400,000.00 and \$1,750,000.00 which note matures on 3/28/12 and 3/28/09, together with all advances made from time to time thereunder, and any and all renewals, modifications, replacements and extensions thereof and all interest, attorney fees, and costs of collection with respect thereto. The above referenced indebtedness maturity dates have been modified to 09/28/2013 and 09/28/2010 respectively.

3.  **Additional Modification.** The Mortgage is further modified as follows:

3.1. **Modification to Existing Mortgage Provision.**  Paragraph \_\_\_\_\_ of the Mortgage is amended to provide as follows:

3.2. **Addition of Additional Mortgage Provision.** The following provision is added to the Mortgage as paragraph \_\_\_\_\_.

3.3. **Deletion of Mortgage Provision.**  Paragraph \_\_\_\_\_ hereby deleted from the Mortgage.

4. **Miscellaneous.** The Morgagor further agrees as follows:

- A. All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage Amendment Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.
- B. This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Indiana.
- C. This Mortgage Amendment Agreement shall be binding upon the repesitive heirs, successors, administrators and assigns of the Morgagor.

EXECUTED and delivered in Lake County, Indiana this 27 day of April, 2009.

GSP-1931, LLC

By: David A. Strilich  
David A. Strilich, Manager

(To be used when the Mortgagor(s) is a corporation or other business entity)

State of Indiana )  
 ) SS:  
Lake County )

**ACKNOWLEDGMENT**

Before me, a Notary Public in and for said County and State personally appeared David A. Strilich,  
the Manager of GSP-1931, LLC, and acknowledged the execution of the above  
and foregoing Mortgage Modification Agreement for and on behalf of Gary Metal, Mfg.  
this 27th day of April, 20 09.

Tracy Bergstrom  
Notary Public,

Residing in Porter County, Indiana  
My Commission Expires: March 20, 2014

Document is  
**NOT OFFICIAL!**

This Document is the property  
of the Lake County Recorder!

This instrument was prepared by:  
AMERICAN TRUST & SAVINGS BANK

TRACY L. BERGSTROM  
NOTARY PUBLIC OF PORTER COUNTY  
SEAL  
STATE OF INDIANA  
MY COMMISSION EXPIRES: 03/20/2014

