

2009 064093

2009 SEP 21 AM 10:11

MICHAEL A. BROWN  
RECORDER

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WHEN RECORDED MAIL TO:

Harris N.A./BLST  
Attn: Collateral Management  
P.O. Box 2880  
Chicago, IL 60690-2880

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**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated August 24, 2009, is made and executed between Fluid Power Properties, LLC, an Indiana limited liability company, whose address is 4001 West Ridge Road, Gary, IN 46408 (referred to below as "Grantor") and Harris N.A., whose address is 9801 Connecticut Drive, Suite 200, Crown Point, IN 46307 (street or rural route address: 311 W. Monroe, 6th FL, Chicago, IL 60603) (referred to below as "Lender").

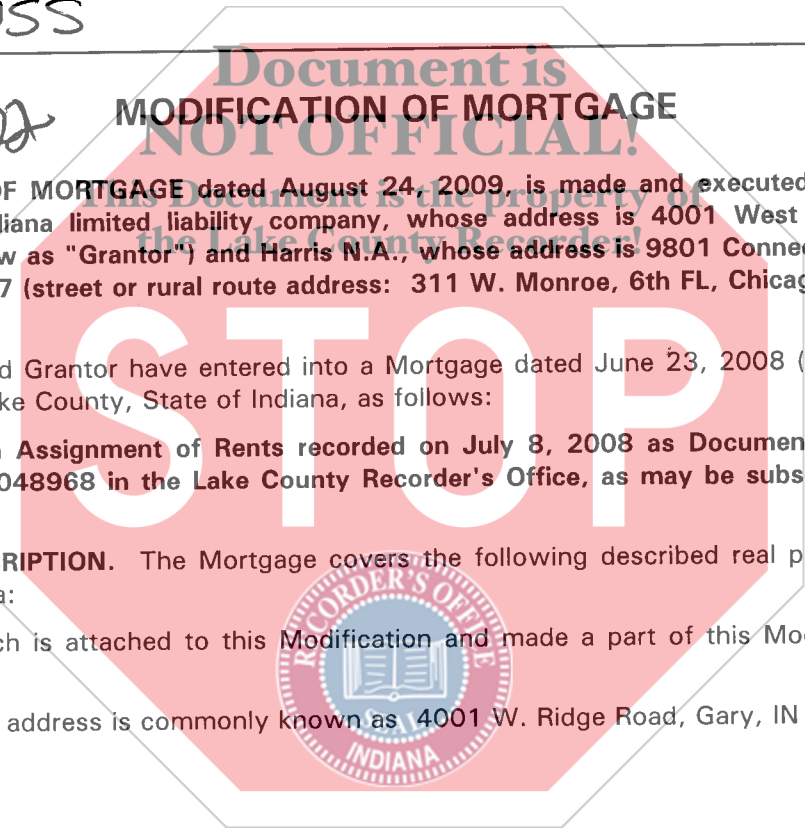
**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 23, 2008 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Mortgage and an Assignment of Rents recorded on July 8, 2008 as Document # 2008 048967 and Document # 2008 048968 in the Lake County Recorder's Office, as may be subsequently modified from time to time.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Lake County, State of Indiana:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 4001 W. Ridge Road, Gary, IN 46408.



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**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 332442

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**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

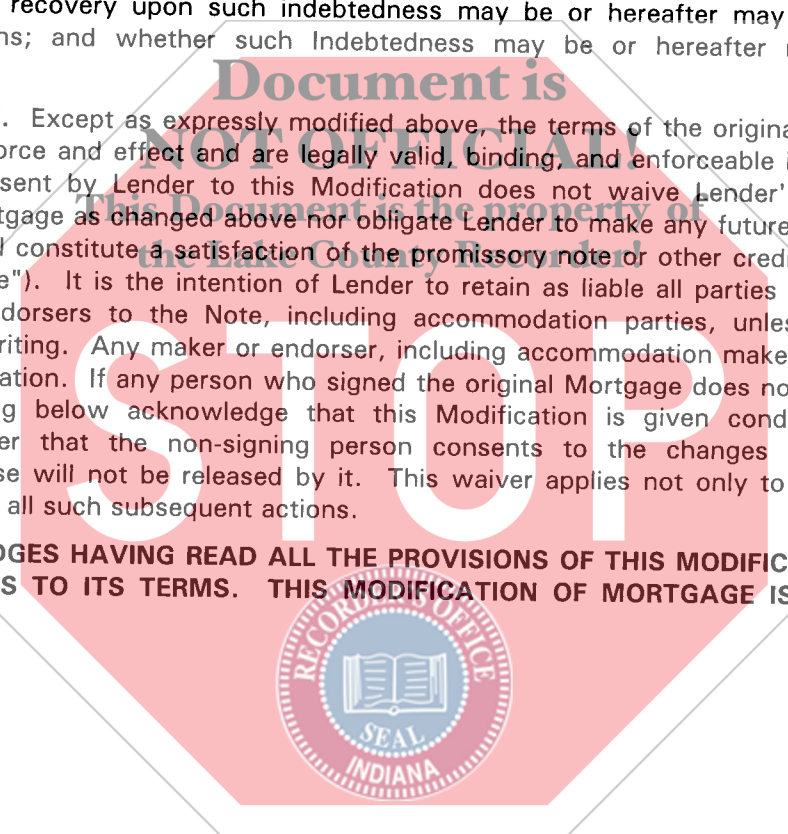
**This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated August 24, 2009 in the original principal amount of \$17,734.64 from Fluid Power Services, Inc. to Lender bearing a fixed interest rate; a Promissory Note dated March 25, 2008 in the original principal amount of \$280,000.00 from Fluid Power Properties, LLC to Lender bearing a fixed interest rate; and a Promissory Note dated June 23, 2008 in the original principal amount of \$28,000.00 from Fluid Power Properties, LLC to Lender bearing bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$298,555.60; and (3) the following paragraphs are hereby added to the Mortgage:**

**INDEBTEDNESS**

The word "Indebtedness" means and includes without limitation all Loans, together with all other obligations, any premiums, debts and liabilities of Fluid Power Services, Inc., or of Fluid Power Properties, LLC to Lender, or any one or more of them, as well as all claims by Lender against Fluid Power Services, Inc. as well as all claims by Lender against Fluid Power Properties, LLC; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Fluid Power Services, Inc. or Fluid Power Properties, LLC may be liable individually or jointly with others; whether Fluid Power Services, Inc. or Fluid Power Properties, LLC may be obligated as guarantor, surety, or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 24, 2009.**



MODIFICATION OF MORTGAGE  
(Continued)

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GRANTOR:

FLUID POWER PROPERTIES, LLC

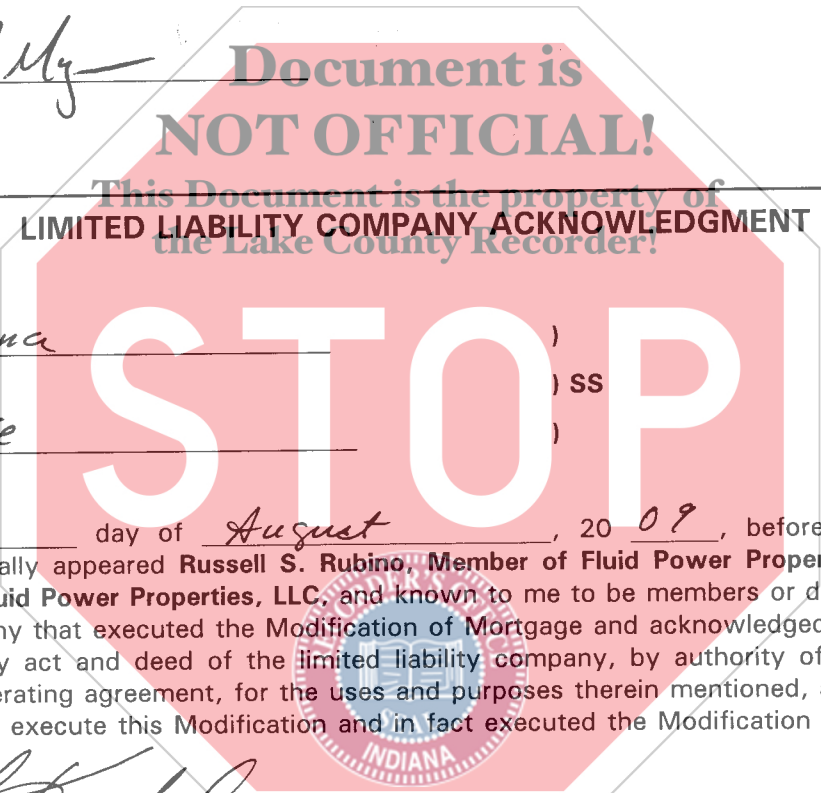
By: Russell S. Rubino  
Russell S. Rubino, Member of Fluid Power Properties, LLC

By: Amy M. Rubino  
Amy M. Rubino, Member of Fluid Power Properties, LLC

LENDER:

HARRIS N.A.

x Daniel My  
Authorized Signer



STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this 26th day of August, 2009, before me, the undersigned Notary Public, personally appeared **Russell S. Rubino, Member of Fluid Power Properties, LLC and Amy M. Rubino, Member of Fluid Power Properties, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Carol Kneifel Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 332442

LENDER ACKNOWLEDGMENT

STATE OF Indiana )

) SS

COUNTY OF Lake )

On this 26th day of August, 2009, before me, the undersigned Notary Public, personally appeared J. Daniel Magana and known to me to be the Assistant Vice President, authorized agent for **Harris N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Harris N.A.**, duly authorized by **Harris N.A.** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Harris N.A.**.

By [Signature]

Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



Document's NOTARIAL SEAL

This Document is the property of the Lake County Recorder!

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 (Meschelle Taylor, Documentation Specialist).

STOP

This Modification of Mortgage was prepared by: Meschelle Taylor, Documentation Specialist

