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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 082652

2009 DEC 14 AM 9:58

MICHAEL A. BROWN
RECORDER

Mortgagor's Name and Address GSP- 2700, LLC 2700 East 5th Avenue Gary, IN 46402 ("Mortgagor" whether one or more)	American Trust & Savings Bank 1321-119th Street Whiting, IN 46394 ("Mortgagee")	Return to: American Trust & Savings Bank ← 1321-119th Street Whiting, IN 46394
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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. 2002031926 and Modified by Document No. 2008057823, 2009004182 and 2009028440 recorded AUGUST 14, 2008, JANUARY 26, 2009 and May 1, 2009, in the Office of the Recorder of LAKE County, INDIANA (herein the "Mortgage") is hereby amended as follows:

1. **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 **Replacement.** The note has been replaced by Mortgagor's promissory note dated _____ in the original principal amount of \$ _____ (the "Replacement Note").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.

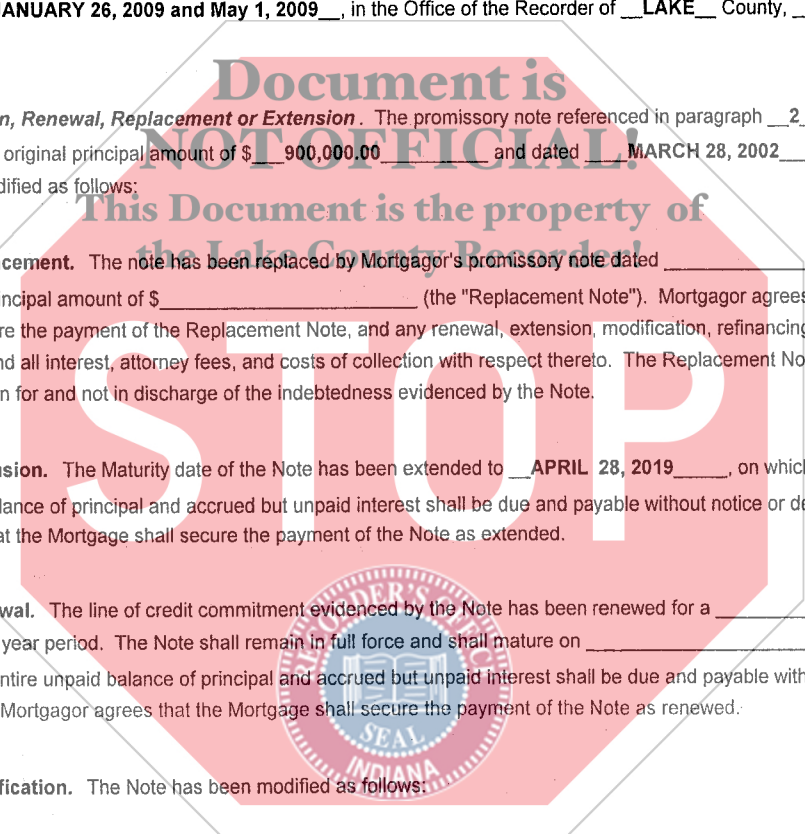
1.2. **Extension.** The Maturity date of the Note has been extended to APRIL 28, 2019, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as extended.

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

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



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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 4/28/2014 and 04/28/2011 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 _____.

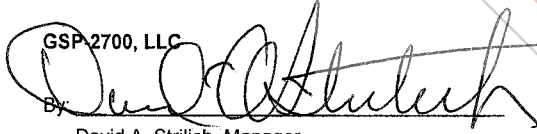
3.3. **Deletion of Mortgage Provision.** Paragraph _____ hereby deleted from the Mortgage.

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 respective heirs, successors, administrators and assigns of the Morgagor.

EXECUTED and delivered in Lake County, Indiana this 18th day of NOVEMBER, 2009.

GSP-2700, LLC



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-2700, LLC, and acknowledged the execution of the above
and foregoing Mortgage Modification Agreement for and on behalf of Gary Metal, Mfg.
this 18th day of November, 2009.

Bette J Berry
Notary Public,

Residing in Lake County, Indiana
My Commission Expires: 6-23-2017

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

This instrument was prepared by:
AMERICAN TRUST & SAVINGS BANK

BETTE J. BERRY
NOTARY PUBLIC
STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXPIRES June 23, 2017

STOP

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. **Amanda Downen**



Schedule A

Beginning with the monthly payments due October 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 April 28, 2010 until the loan is fully paid, subject to interest rate adjustments as stated in the original note.

