

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 OCT 18 AM 8:37

MICHELLE R. FAJMAN
RECORDER

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2010 060249

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Drew J. Scott
Scott & Kraus, LLC
150 S. Wacker Drive
Suite 2900
Chicago, Illinois 60606

Property Address:

110-130 West Ridge Road
Griffith, Indiana

Permanent Index Number:

45-07-26-101-002.000-006

**FIRST MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT
AND TO ASSIGNMENT OF RENTS AND LEASES**

This FIRST MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND TO ASSIGNMENT OF RENTS AND LEASES dated as of September 5, 2010 (the "First Modification"), is entered into by and between LAKE COUNTY TRUST COMPANY, not personally but as Trustee under Trust Agreement 4185 (the "Mortgagor"), in favor of COLE TAYLOR BANK, an Illinois state banking corporation (the "Lender"), whose address is 225 West Washington Street, Chicago, IL 60606.

WITNESSETH:

A. The Lender made a loan (the "Loan") to George D. Hanus ("Borrower"), the beneficiary of the Mortgagor, pursuant to that certain Revolving Credit Loan Agreement dated as of May 1, 2000, as amended by that certain (i) Amendment to Revolving Credit Loan Agreement, Note and Loan Documents dated as of May 15, 2001, (ii) Second Amendment to Revolving Credit Loan Agreement, Note and Loan Documents dated as of May 15, 2002, (iii) Third Amendment to Revolving Credit Loan Agreement, Note and Loan Documents dated as of May 15, 2003, (iv) Fourth Amendment to Revolving Credit Loan Agreement, Note and Loan Documents dated as

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AMOUNT \$ 28⁰⁰
CASH _____ CHARGE _____
CHECK # 9121 + 9143
OVERAGE _____ E
COPY _____ Q-REF
NON-COM LP
CI FRK

of May 15, 2004, (v) Fifth Amendment to Revolving Credit Loan Agreement, Note and Loan Documents dated as of May 15, 2005, (vi) Sixth Amendment to Revolving Credit Loan Agreement, Note and Loan Documents dated as of May 15, 2006, (vii) Seventh Amendment to Revolving Credit Loan Agreement, Note and Loan Documents dated as of May 15, 2007, (viii) Eighth Amendment to Revolving Credit Loan Agreement, Note and Loan Documents dated as of May 15, 2008, (ix) Ninth Amendment to Loan Documents dated August 17, 2009, and (x) Tenth Amendment to Loan Documents dated as of September 5, 2010 (collectively, the "Original Credit Agreement"), which the Loan is evidenced by that certain Promissory Note dated as of May 15, 2009, in the original principal amount of up to \$2,000,000 made by Borrower and payable to the order of the Lender. (The Promissory Note is referred to in this Background as the "Note").

B. The Note is secured by, among other things, the following documents: (i) Mortgage and Security Agreement in favor of Lender dated as of August 17, 2009 executed by the Mortgagor in favor of the Lender and recorded with the State of Indiana Lake County Recorder (the "Recorder"), on October 7, 2009, as Document Number 2009-067911 (the "Existing Mortgage") and which Existing Mortgage created a first lien on the real estate (the "Property") legally described on Exhibit "A" attached hereto and made a part hereof; and (ii) Assignment of Rents and Leases dated as of August 17, 2009, executed by the Mortgagor in favor of Lender and recorded with the Recorder on October 7, 2009, as Document Number 2009-067912 (the "Existing Assignment of Rents"); and which Existing Assignment of Rents encumbers the Property (collectively, the "Mortgage Documents");

C. Borrower owns one hundred percent (100%) interest in the Mortgagor;

D. Mortgagor and Lender desire to amend the Existing Mortgage, Existing Assignment of Rents and the other Mortgage Documents in order to extend the maturity date. The term "Mortgage" includes the Existing Mortgage as modified and amended by this First Modification and the term "Assignment of Rents" includes the Existing Assignment of Rents as modified and amended by this First Modification;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Lender hereby agree as follows:

1. Incorporation of the Mortgage Documents. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Mortgage to the extent not inconsistent with this First Modification is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Mortgage Documents are inconsistent with the amendments set forth in Paragraph 2 below, such terms and provisions shall be deemed superseded hereby. The Mortgage Documents shall remain in full force and effect, as amended hereby and its provisions shall be binding on the parties hereto.

2. Amendment of the Mortgage Documents. Mortgagor hereby acknowledges and agrees that all indebtedness and obligations arising as a result of the financial accommodations provided to Mortgagor, including, but not limited to, pursuant to that certain Revolving Credit Loan Agreement dated as of May 1, 2000, as amended by that certain (i) Amendment to Revolving Credit Loan Agreement, Note and Loan Documents dated as of May 15, 2001, (ii) Second Amendment to Revolving Credit Loan Agreement, Note and Loan Documents dated as of May 15, 2002, (iii) Third Amendment to Revolving Credit Loan Agreement, Note and Loan Documents dated as of May 15, 2003, (iv) Fourth Amendment to Revolving Credit Loan Agreement, Note and Loan Documents dated as of May 15, 2004, (v) Fifth Amendment to Revolving Credit Loan Agreement, Note and Loan Documents dated as of May 15, 2005, (vi) Sixth Amendment to Revolving Credit Loan Agreement, Note and Loan Documents dated as of May 15, 2006, (vii) Seventh Amendment to Revolving Credit Loan Agreement, Note and Loan Documents dated as of May 15, 2007, (viii) Eighth Amendment to Revolving Credit Loan Agreement, Note and Loan Documents dated as of May 15, 2008, and (ix) Ninth Amendment to Loan Documents dated August 17, 2009 (collectively, the "Existing Credit Agreement") and the Note, as the same may be amended, modified or substituted from time to time, including as amended by that certain Tenth Amendment to Loan Documents dated as of September 5, 2010 (the "Tenth Amendment") by and between Mortgagor and Lender, pursuant to which, among other things, (a) the Maturity Date was extended to September 5, 2013 and (b) all references to "Credit Agreement" shall be deemed to include the Tenth Amendment, and each shall be deemed included in the "indebtedness secured hereby" under the Mortgage Documents. All references in the Mortgage Documents to "Note" shall mean the Promissory Note dated as of May 15, 2009, in the original principal amount of up to \$2,000,000 made by George D. Hanus in favor of Lender, as amended by the Tenth Amendment. All references to the "Credit Agreement" shall mean the Credit Agreement as amended from time to time, including as amended by the Tenth Amendment.

3. Tax Deposit. Section 5 of the Existing Mortgage is hereby amended and restated in its entirety as follows:

5. (a) Tax Deposits. Borrower shall deposit with the Lender, on the first day of each month until the Indebtedness is fully paid, a sum equal to one-twelfth (1/12th) of one hundred five percent (105.00%) of the most recent ascertainable annual Taxes, on the Mortgaged Premises. If requested by the Lender, the Borrower shall also deposit with the Lender an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next installment of annual Taxes for the current calendar year become due, shall be sufficient to pay in full such installment of annual Taxes, as estimated by the Lender. Such deposits are to be held without any allowance of interest and are to be used for the payment of Taxes next due and payable when they become due. So long as no Event of Default shall exist, the Lender shall, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefor from the Borrower) or shall release sufficient

funds to the Borrower for the payment thereof. If the funds so deposited are insufficient to pay any such Taxes for any year (or installments thereof, as applicable) when the same shall become due and payable, the Borrower shall, within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such Taxes in full. If the funds so deposited exceed the amount required to pay such Taxes for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of the Lender. Lender, in making any payment hereby authorized relating to Taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

(b) Upon an Event of Default, Borrower shall deposit with and pay to Lender the estimated premiums for the insurance required pursuant to the Loan Documents, all in accordance with and subject to the requirements of the Loan Agreement.

4. Representations and Warranties. The representations, warranties and covenants set forth in of the Mortgage Documents shall be deemed remade and affirmed as of the date hereof by Mortgagor, except that any and all references to the Mortgage Documents in such representations, warranties and covenants shall be deemed to include this First Modification.

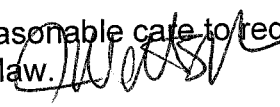
5. Effectuation. The amendments to the Mortgage Documents contemplated by this First Modification shall be deemed effective immediately upon the full execution of this First Modification and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this First Modification.

6. Payment of Recording Charges, Interest, Fees and Costs. Mortgagor agrees to pay all costs and fees of the Lender incurred or charged in the preparation and execution of this First Modification including recording and title charges, if any.

7. Exculpatory Language. This First Modification is executed by executed by Lake County Trust Company, not personally but as Mortgagor as aforesaid in the exercise of the power and authority conferred upon and vested in it as Mortgagor, and under the express direction of the beneficiary of the aforesaid Trust Agreement. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability whatsoever against Lake County Trust Company, personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of the Land Trust, and that all personal liability of Lake County Trust Company, of every sort, if any, is hereby expressly waived by every person now or hereafter claiming any

right or security hereunder; and that so far as Mortgagor is concerned, the owner of any liability accruing hereunder shall look solely to the trust estate for the payment thereof.

[SIGNATURE PAGE FOLLOWS]

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. 

IN WITNESS WHEREOF, the parties hereto have caused this First Modification of Mortgage and Security Agreement and to Assignment of Rents and Leases to be executed as of the date set forth above.

MORTGAGOR:

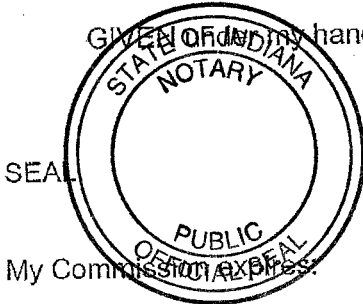
LAKE COUNTY TRUST COMPANY, not personally but as Trustee under Trust Agreement 4185

By: *Elaine M. Sievers*
Name: ELAINE M. SIEVERS
Title: TRUST OFFICER

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ELAINE M. SIEVERS, ^{TRUST} ~~OFFICER~~ of Lake County Trust Company, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER MY hand and Notarial Seal this September 27 2010.



Hesta Smith
HESTA SMITH Notary Public

My Commission Expires
10-11-15
LAKE COUNTY, IN. RESIDENT

EXHIBIT "A"
LEGAL DESCRIPTION

That part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 36 North, Range 9 West of the 2nd Principal Meridian and the East half of the Northwest Quarter of the Northwest Quarter of Section 26, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the Town of Griffith, Lake County, Indiana, more particularly described as follows: Beginning at the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 26 and running thence South along the East line of said Northwest Quarter of the Northwest Quarter and the centerline of Broad Street for a distance of 258.5 feet to the North line of Ridge Road; thence Northwesterly along said North line of Ridge Road for a distance of 315.56 feet to the West line of the East 311.89 feet of said Northwest Quarter of the Northwest Quarter of said Section 26; thence North along said 311.89 foot line for a distance of 210.50 feet to the North line of the Northwest Quarter of said Section 26 and the South line of the Southwest Quarter of said Section 23; thence continuing North on a line 311.89 feet West of and parallel to the East line of the Southwest Quarter of the Southwest Quarter of said Section 23, for a distance of 139.6 feet to a line 139.6 feet North of the South line of said Southwest Quarter of the Southwest Quarter of said Section 23; thence East on said 139.6 foot line for a distance of 311.89 feet to the East line of the Southwest Quarter of the Southwest Quarter of said Section 23; thence South on said East line for a distance of 139.6 feet to the point of beginning, EXCEPTING THEREFROM that part taken by the Town of Griffith, Indiana, for the widening of Ridge Road, described as follows: Beginning at the Southwest corner of the above described parcel; thence North 0 degrees 25 minutes 26 seconds West (assumed bearing) 5.81 feet along the West line of said parcel; thence South 81 degrees 07 minutes 26 seconds East 251.55 feet; thence North 53 degrees 28 minutes 50 seconds East 42.14 feet to the East line of the Grantor's land; thence South 0 degrees 18 minutes 22 seconds East 36.76 feet along the East line of the Grantor's land to the Southeast corner of the Grantor's land; thence North 81 degrees 00 minutes 43 seconds West 286.07 feet to the point of beginning.

Key No.: 15-26-6-41

Parcel No.: 45-07-26-101-002.000-006

Property Address: 110-130 W. Ridge Road, Griffith, Indiana