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# FIRST MODIFICATION TO LOAN DOCUMINGSELLE R. FAJMAN BECORDER

THIS FIRST MODIFICATION TO LOAN DOCUMENTS ("Modification") is dated as of March 2011, ("Effective Date"), by and between 3600 Michigan Co., Ltd., an Ohio limited liability company, and James F. Buckmaster, a natural person, each of whose address is 2500 Forman Road, Austinburg, OH 44010 (collectively, and jointly and severally, "Borrower") and James F. Buckmaster, individually ("Guarantor"), whose mailing address is the same as above, and PNC Bank, National Association, successor to National City Bank ("Lender"), whose mailing address is One PNC Plaza, 249 Fifth Avenue, Pittsburgh, PA 15222-2707.

LENDER INCLUDES PREDECESSORS. The term "Lender" shall include all entities which were merged into, or whose name was changed to, PNC Bank, National Association, including but not limited to National City Bank or a predecessor thereof.

WHEREAS, Lender agreed to lend to Borrower an amount not to exceed the sum of Two Hundred Thousand and no/100 Dollars (\$200,000.00) ("Loan"), which Loan was evidenced by a certain promissory note dated September 25, 2009 (as extended, amended or otherwise modified to date, the "Note"). The Note is secured, inter alia, by (i) the lien of a certain Open-End Mortgage dated September 25, 2009, executed and delivered by Borrower to Lender, which was recorded in the Recorder's Office of Lake County, Indiana as Document Number 2009 069945 (as may be extended, amended, or modified, the "Mortgage") granting a security interest on and in, a parcel of land and the buildings and other improvements thereon, situate in Lake County, Indiana (the "Real Property"), as more particularly described on attached Exhibit A, which is made a part of this Agreement; and (ii) that certain that certain Commercial Guaranty dated as of January 15, 2009 by Guarantor as guarantor in favor of Lender (as may be extended, amended, or modified, the "Guaranty"). The said Note, Mortgage, Security and Guaranty and any other instrument or document given in connection with or to secure the Loan shall be collectively referred to as the "Loan Documents").

WHEREAS, the parties hereto desire to modify the Loan Documents as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing promises and the covenants contained herein, the parties hereto agree as follows:

1. Recitals; Definitions. The recitals set forth above are true and correct and are incorporated herein by reference. Initially capitalized terms used but not defined herein shall have the respective meaning given such terms in the Mortgage.

#### Modifications.

- (a) Each of the Loan Documents is hereby modified to delete each definition of the term "Lender" and replace it in each instance with the following: ""Lender" shall mean "PNC Bank, National Association, its successors and assigns, whose address is One PNC Plaza, 249 Fifth Avenue, Pittsburgh, PA 15222-2707." All references in the Loan Documents to Lender are hereby deemed to refer to "PNC Bank, National Association, its successors and assigns."
- (b) Each of the Loan Documents is hereby modified to change the governing law of each such Loan Document by deleting "Ohio" and replacing it with "Indiana."

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- (b) Each of the Note and the Mortgage is hereby modified to extend the maturity date from January 15, 2011 to April 1, 2012. All references in the Loan Documents to the "maturity", "maturity date", "Maturity Date". "Expiration Date" or other derivation thereof are hereby revised to mean April 1, 2012.
- (c) The Mortgage is hereby modified to delete the first paragraph and replace it as follows: "MAXIMUM LIEN: This Mortgage intends to secure and does hereby secure all existing and future liabilities and obligations of Borrower to Lender under the Loan Documents, at any time and from time to time outstanding, up to the aggregate principal amount of Two Hundred Thousand and NO/100 Dollars (\$200,000.00) plus all interest on such principal sum, indemnification obligations, costs, expenses and reasonable attorneys' fees accruing or incurred in connection therewith, as hereinafter further described (collectively, the 'Maximum Amount of Loan Indebtedness')."
- (d) The Mortgage is hereby modified by deleting Exhibit A to such Mortgage in its entirety and replacing it with Exhibit A attached hereto.
- (e) The Guaranty is hereby revised as follows:
- (i) The fifth paragraph of the Guaranty is hereby deleted in its entirety and replaced with the following:
- "DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00) shall not constitute a termination of the Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00)."
- (ii) All references in the Guaranty to "revocation" and "revocation notices" are hereby deleted.
- 3. Ratification of Loan Documents. The Loan Documents are in all respects ratified and confirmed by the parties hereto and incorporated by reference herein, and each of the Loan Documents and this Modification shall be read, taken and construed as one and the same instrument. Guarantor confirms that other than as specifically provided herein, all terms, provisions, conditions and obligations contained in the Guaranty shall remain unmodified and in full force and effect and confirms his obligations thereunder as of the Effective Date of this Modification. In the event of any conflict between the terms and provisions of this Modification and the terms and provisions of the Loan Documents, the terms and provisions of this Modification shall control.
- Full Force and Effect. Borrower hereby confirms that the Loan Documents, as modified by this
  Modification, shall continue as collateral for the Loan unimpaired and in full force and effect,

- and shall cover and secure all of the Borrower's and Guarantor's existing and future obligations to the Lender, as modified by this Modification.
- 5. <u>Counterparts</u>. This Modification may be signed in any number of counterparty copies and by the parties to this Modification on separate counterparts, but all such copies shall constitute one and the same instrument.
- 6. <u>Successors and Assigns</u>. This Modification will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 7. Governing Law. This Modification will be interpreted and the rights and liabilities of the Borrower and the Lender determined in accordance with the laws of the State of Indiana.
- 8. No Waiver. Except as expressly provided herein, this Modification shall not constitute an amendment, waiver, consent or release with respect to any provision of any Loan Document, a waiver of any default or Event of Default under any Loan Document, or a waiver or release of any of Lender's rights and remedies (all of which are hereby reserved). Borrower expressly ratifies and confirms the confession of judgment (if applicable) and waiver of jury trial provisions contained in the Loan Documents.



WITNESS the due execution hereof as a document under seal as of the date first written above.

## BORROWER:

		3600 MICHIGAN CO., LTD., an Ohio limited lability company
		By: James J. Buckmaster, Member
FLDL	8252 446 46 3000 10-2019 155 11-12-2010	James F. Buckmaster, individually
	STATE OF FLORIDA	)
	COUNTY OF BROWARD	) SS )
	date James F. Buckmaster, as member of before me acknowledged that he executed voluntary act and deed.  Witness my hand this 2 yday of M.  My commission expires: 1212  COUNTY OF  I, a Notary Public in and for the St date James F. Buckmaster personally apprexecuted and delivered the foregoing instr	ate and County aforesaid, do hereby certify that on this of 3600 Michigan Co., Ltd., appeared before me and land delivered the foregoing instrument as his free and OFFICIAL AYUBE ALLIPMENTARY PUBLIC - STATE OF FIDE INTY COMM. EXPIRES DEC. U4. COMMISSION # DD 7300000 SSS )  SSS )  ate and County aforesaid, do hereby certify that on this leared before me and before me acknowledged that he ument as his free and voluntary act and deed.  NOTARY PUBLIC
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WITNESS the due execution hereof as a document under seal as of the date first written above.

## BORROWER:

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	STATE OF <u></u>		) ) \$\$ )				
	date James F. before me ackn voluntary act ar Witness	Buckmaster, as in owledged that he end deed.  my hand this 2 4 decision expires:	ember of 3600 executed and delayed and delayed and delayed and delayed ay of March, 201	Michigan Co., I ivered the forego FICIA	Ltd., appeared loing instrument	before me and as his free and AYUBE	ALLIE DATE OF FLODE 3 DEG. 04:
	STATE OF <i>F</i>		NOTA	ARY PUBLIC			
	COUNTY OF _	REQUALI)	SS	<b>30</b>	., .		
(	date James F. E executed and de	ry Public in and for buckmaster personal livered the foregoing my hand this 2 4 day	ally appeared being instrument as	fore me and bef	pre me acknow	ledged that he leed.  AYUBE ALLIE  MY PUBLIC - STATE	OF FLORIDA
		mission expires:	TO AND	ANDOR	OF PARTIES	COMM. EXPIRES DE COMMISSION # DO	

**GUARANTOR:** 

James F. Buckmaster, individually

STATE OF FLORIDA ) SS COUNTY OF Blow ALD

I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this date James F. Buckmaster personally appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed.

Witness my hand this 24day of March, 2011

My commission expires: 12-04-2011

AYUBE ALLIE
NOTARY PUBLIC - STATE OF FLORID.
MY COMM. EXPIRES DEC. 04, 201
COMMERSION # DO 789390

This Document is the property of the Lake County Recorder!

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"LENDER" PNC BANK, NATIONAL ASSOCIATION STATE OF ss: COUNTY OF March On this, the 28 day of 2011 , before me, a Notary Public, peared Richard Occhiograms the undersigned officer, personally appeared \_ acknowledged himself/herself to be the \_ of PNC BANK, NATIONAL ASSOCIATION and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer. IN WITNESS WHEREOF, I hereunto set my hand and official seal. This Document is the proflery Damah the Lake Coun Notary Public !! My commission expires: **OLGA BASNIAK NOTARY PUBLIC** STATE OF NEW JERSEY MY COMMISSION EXPIRES FEB 25, 2014 I.D.# 22791 This instrument was prepared by Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606 Attention: Kara E. Harchuck, Esq., On behalf of PNC Bank, National Association Return to: First American Title Insurance Company Attn: Heather Vree 30 N. LaSalle St, Suite 2700 Chicago, IL 60602

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## EXHIBIT A LEGAL DESCRIPTION

#### PARCEL 1:

Standard Forgings Company's Block A, being a consolidation of Blocks 1 and 2, in Fourth Addition and Block 24 in Second Addition to Indiana Harbor, together with the vacated alleys in and streets adjoining said Blocks in the East Half of Section 21, Township 37 North, Range 9 West of the 2nd P.M. in the City of East Chicago, Lake County, Indiana.

EXCEPTING HOWEVER, the following described land: That part of Standard Forgings Company's Block "A", Beginning at the Northerly corner of said Block "A", thence Southeasterly a distance of 50.02 feet along the Southwesterly line of Dickey Road to the Easterly line of said Block "A", the same being the Westerly line of Parrish Avenue; thence Southerly along the Westerly line of Parrish Avenue a distance of 6.43 feet; thence Northwesterly a distance of 54.73 feet to a point on the Northwesterly line of said Block "A", which point is 3.49 feet Southwesterly from the Northerly corner of said Block "A" measured along said Northwesterly block line; thence Northeasterly a distance of 3.49 feet to the Place of Beginning.

### PARCEL 2:

A piece of land in the East Half of Section 21, Township 37 North, Range 9 West of the 2nd P.M., Lake County, Indiana, described as follows, to-wit: Beginning at a point on the Northwest line of Watling Street 92.36 feet Southwesterly of the intersection of the East line of Section 21 aforesaid with the Northwest line of Watling Street; thence Northwesterly on a line parallel with and 1283.06 feet Southwesterly of the Southwesterly line of the right of way of the Pittsburgh, Fort Wayne and Chicago Railway Company 240.46 feet to the Southeasterly line of the right of way of The Indiana Harbor Railroad Company; thence Southwesterly on said right of way line 1538.98 feet to point of curve; thence continuing along said right of way on curve tangent to last described line and convex to the West with a radius of 1860.08 feet a distance of 907.33 feet, more or less, to the point of intersection of said right of way line with a line parallel with and 100 feet East of the East line of right of way of said Indiana Harbor Railroad Company to the South, produced North to said intersection; thence South on last described line 31.61 feet, more or less, to its intersection with the Northwest line of Watling Street, extended Southwesterly in a straight line; thence Northeasterly on the Northwest line of said Watling Street extended 2444.11 feet, to place of beginning, in the City of East Chicago, Lake County, Indiana. EXCEPTING HOWEVER, the following described lands: That part of the Northeast Quarter of Section 21, Township 37 North, Range 9 West of the 2nd P.M., Beginning at the intersection of the Southwesterly line of Dickey Road and the Northwesterly line of Watling Street, and said point being the Northerly corner of Standard Forgings Company's Block "A", thence Southwesterly along the Northwesterly line of said Block "A", a distance of 3.49 feet, thence Northwesterly a distance of 60.74 feet to a point in the Southwesterly line of Dickey Road, thence Southeasterly a distance of 60.84 feet to the place of beginning.

Permanent Parcel Number: 45-03-21-276-001,000.024 (Parcel 1) 45-03-21-276-002.000-024 (Parcel 2)

3600 Michigan Company, Ltd., an Ohio limited liability company 3444 Dickey Road, East Chicago, Indiana 46313