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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 067594

2012 SEP 26 AM 9:37

MICHAEL J. ENIMAN
RECORDER



Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of August 9, 2012, between C. F. & G. INVESTMENTS, INC., whose address is 2399 East 15th Avenue, Gary, Indiana 46402, (the "Mortgagor"), and JPMorgan Chase Bank, N.A., successor by merger to Bank One, Youngstown, NA, whose address is 6 Federal Plaza West, Youngstown, OH 44503, and its successors and assigns (the "Mortgagee").

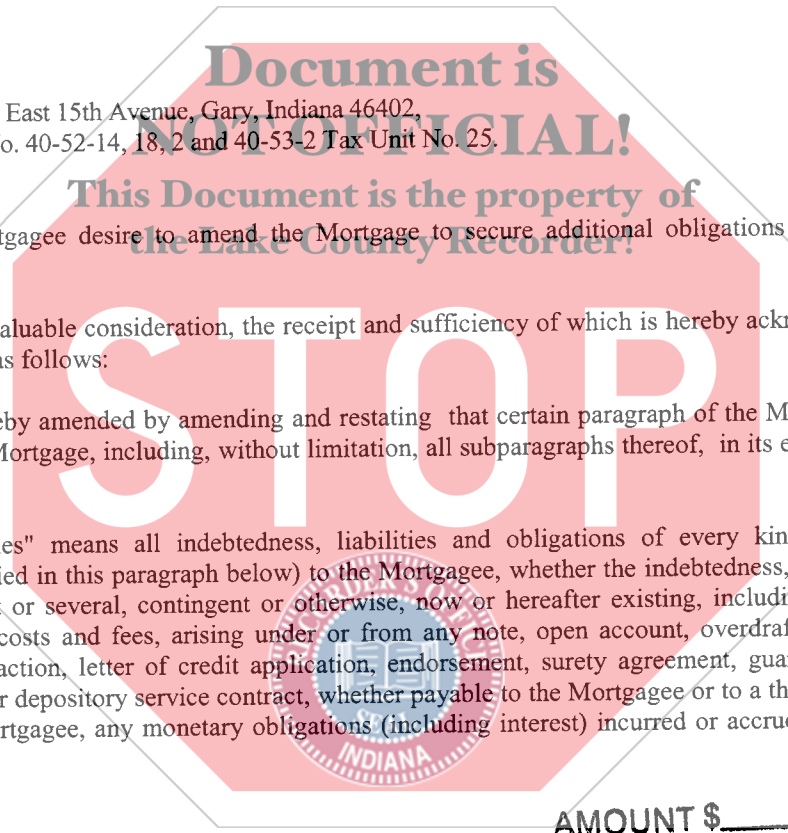
The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage, dated September 28, 1992 and recorded on October 2, 1992, as Instrument No. 92062380, with the Office of the Recorder of Lake County, Indiana (as amended and replaced from time to time, the "Mortgage"). The Mortgage encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the City of Gary, County of Lake, State of Indiana:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

(the "Premises"),

Commonly known as 2399 East 15th Avenue, Gary, Indiana 46402,
Tax Parcel Identification No. 40-52-14, 18, 2 and 40-53-2 Tax Unit No. 25.



The Mortgagor and Mortgagee desire to amend the Mortgage to secure additional obligations of the Mortgagor to the Mortgagee.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

1. The Mortgage is hereby amended by amending and restating that certain paragraph of the Mortgage which defines the term "Liabilities" in the Mortgage, including, without limitation, all subparagraphs thereof, in its entirety and by replacing it with the following:

The term "Liabilities" means all indebtedness, liabilities and obligations of every kind and character of each "Borrower" (identified in this paragraph below) to the Mortgagee, whether the indebtedness, liabilities and obligations are individual, joint or several, contingent or otherwise, now or hereafter existing, including, without limitation, all liabilities, interest, costs and fees, arising under or from any note, open account, overdraft, credit card, lease, Rate Management Transaction, letter of credit application, endorsement, surety agreement, guaranty, acceptance, foreign exchange contract or depository service contract, whether payable to the Mortgagee or to a third party and subsequently acquired by the Mortgagee, any monetary obligations (including interest) incurred or accrued during the pendency of

AMOUNT \$ 26
CASH CHARGE
CHECK# 4150764
OVERAGE _____
COPY _____
NON-CONF _____
DEPUTY AD *E*

any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations, rearrangements, restatements, replacements or substitutions of any of the foregoing. The Mortgagor and the Mortgagee specifically contemplate that Liabilities include indebtedness hereafter incurred by the Borrower to the Mortgagee. The term "Liabilities" includes, without limitation, the following:

- (1) That certain Promissory Note, dated September 28, 1992, in the original principal amount of \$774,000.00, executed and delivered by C. F. & G. INVESTMENTS, INC. (a "Borrower"), [as amended] and having a date when this debt or the last installment of this debt is scheduled to become due as of July 31, 2017.
- (2) The performance of all of the promises and agreements contained in this Mortgage.

July 31, 2017, is the last scheduled due date or the last scheduled installment due date of any of the debt (further described in the preceding paragraph defining the term "Liabilities") secured by the lien of this Mortgage for purposes of Ind. Code §32-28-4-1.

2. The Mortgage is hereby amended by amending and restating that certain paragraph of the Mortgage which begins with the words "In addition to any presently existing Liabilities secured by this Mortgage, this Mortgage shall also secure . . .", to read as follows:

In addition to any presently existing Liabilities secured by this Mortgage, this Mortgage shall also secure: (a) all future Liabilities, including, without limitation, future obligations and advances, whether such future Liabilities are made as an obligation, made at the option of the Mortgagee, made after reduction to a zero (0) or other balance, or made otherwise, provided that, for purposes of Ind. Code §32-29-1-10, such future Liabilities shall only be secured to the same extent as if the future Liabilities were made on the date of execution of this Mortgage up to the maximum amount of future Liabilities of (\$774,000.00); and (b) all future modifications, extensions and renewals of any of the Liabilities (including, without limitation, all present and future Liabilities) secured by this Mortgage. This Mortgage shall not apply to any obligation or debt incurred for personal, household or family purposes unless the note or guaranty evidencing such personal, household or family debt expressly states that it is secured by this Mortgage.

3. Mortgagor hereby MORTGAGES AND WARRANTS to the Mortgagee all of the Mortgagee's right, title and interest, now owned or hereafter acquired, in the Premises, to secure all of the "Liabilities" (as the definition of that term has been amended by this Mortgage Amendment).

4. The Mortgagor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Mortgagee are necessary or desirable to effect the intent of this Amendment.

5. Except as amended by this Amendment, all terms of the Mortgage are confirmed and ratified by the Mortgagor and the Mortgagee, as if they were fully set forth in this Amendment.

6. **Governing Law and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Indiana (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Indiana shall apply to the obligations and indebtedness secured by this Amendment. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Mortgagee in any state or federal court located in the State of Indiana, as the Mortgagee in its sole discretion may elect. By the execution and delivery of this Amendment, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Mortgagor waives any claim that the State of Indiana is not a convenient forum or the proper venue for any such suit, action or proceeding.

7. **WAIVER OF SPECIAL DAMAGES.** THE MORTGAGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

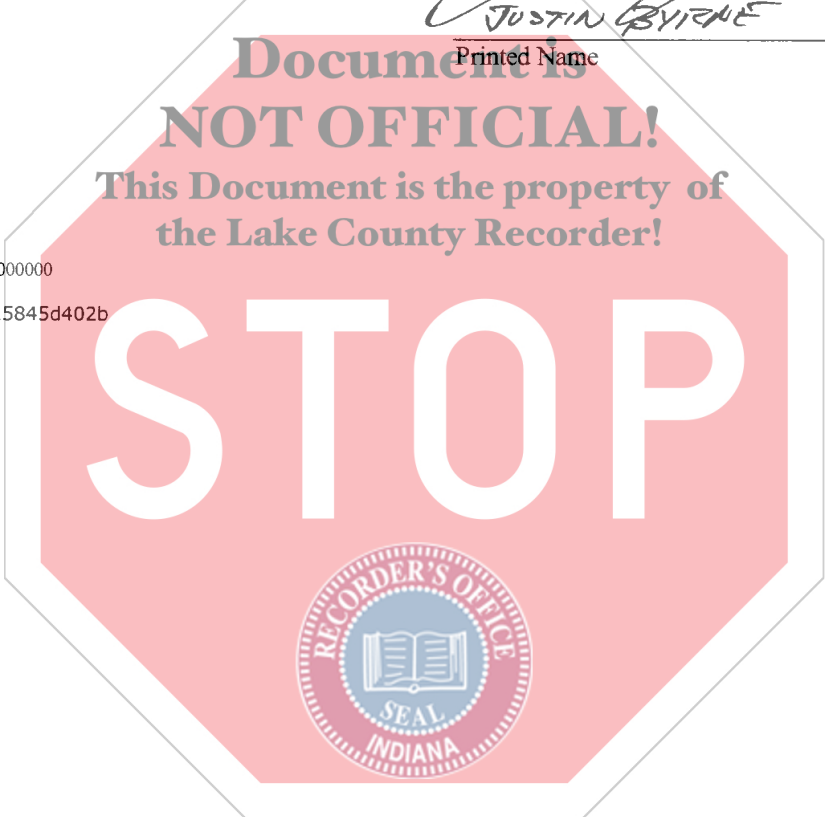
8. **JURY WAIVER.** THE MORTGAGOR AND THE MORTGAGEE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE MORTGAGOR AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Mortgagor:

C, F & G INVESTMENTS, INC.
By: *Don Constantini*
DON CONSTANTINI PRESIDENT
Printed Name Title

Mortgagee:

JPMorgan Chase Bank, N.A.
By: *[Signature]*
JUSTIN BYRNE AUTHORIZED APPROVER
Printed Name Title



Bettie Henderson \ OHCDP-8635X000000
Non-standard-Tom Williams
790058226000 \ 000b009615845d402b

EXHIBIT "A"

All of that real estate located in the City of Gary, County of Lake, State of Indiana, and further described as follows:

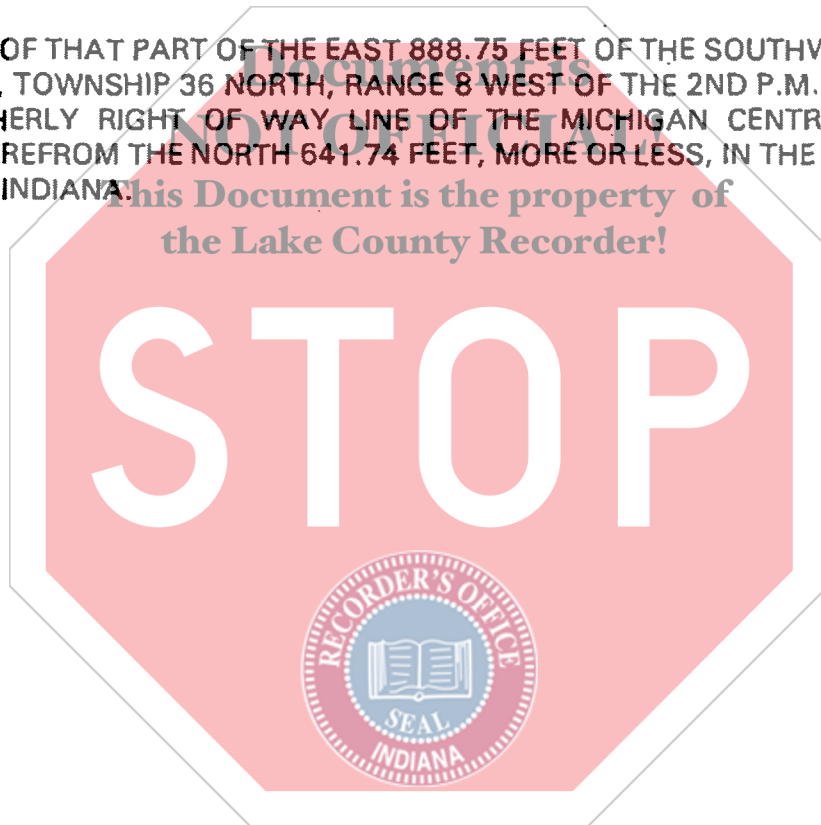
PARCEL 1: PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P.M., MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11 WITH THE NORTHERLY LINE OF THE MICHIGAN CENTRAL RAILROAD; THENCE SOUTH 60 DEGREES 58 MINUTES 37 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 69.12 FEET; THENCE NORTH 00 DEGREES 44 MINUTES 45 SECONDS WEST AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1243.25 FEET, MORE OR LESS, TO THE SOUTHERLY I-65 RIGHT OF WAY; THENCE NORTH 72 DEGREES 34 MINUTES 04 SECONDS WEST 63.15 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 44 MINUTES 45 SECONDS EAST, 1228.621 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

PARCEL 2: PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P.M., IN CALUMET TOWNSHIP, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY I-65 RIGHT OF WAY LINE WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, SAID POINT BEING 457.6 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 34 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE 184.14 FEET; THENCE NORTH 88 DEGREES 45 MINUTES 00 SECONDS WEST AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 331.92 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 30 SECONDS WEST A DISTANCE OF 441.74 FEET; THENCE NORTH 88 DEGREES 45 MINUTES 00 SECONDS WEST, 89.0 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 30 SECONDS WEST, 120.10 FEET, MORE OR LESS, TO THE SOUTHERLY I-65 RIGHT OF WAY LINE; THENCE EASTERLY AND SOUTHERLY ALONG SAID RIGHT OF WAY LINE, SOUTH 75 DEGREES 16 MINUTES EAST, 56.9 FEET; SOUTH 85 DEGREES 17 MINUTES EAST, 285.0 FEET; SOUTH 41 DEGREES 52 MINUTES EAST, 44.4 FEET; SOUTH 1 DEGREE 08 MINUTES EAST, 23.3 FEET; SOUTHERLY 105.8 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 348.3 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF 7 DEGREES 34 MINUTES EAST AND A LENGTH OF 105.4 FEET AND SOUTH 12 DEGREES 31 MINUTES EAST, 191.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT "A" CONTINUED

EXCEPT THAT PART DESCRIBED AS FOLLOWS: PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11 AND 468.5 FEET WESTERLY OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 1 DEGREE 15 MINUTES EAST AND AT RIGHT ANGLES TO SAID NORTH LINE A DISTANCE OF 30 FEET; THENCE SOUTH 43 DEGREES 54 MINUTES EAST, 70.7 FEET; THENCE SOUTH 75 DEGREES 16 MINUTES EAST 56.9 FEET; THENCE SOUTH 85 DEGREES 17 MINUTES EAST, 265 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE CONTINUING SOUTH 85 DEGREES 17 MINUTES EAST, 20 FEET; THENCE SOUTH 41 DEGREES 52 MINUTES EAST, 44.4 FEET; THENCE NORTH 88 DEGREES 45 MINUTES WEST, 49.24 FEET; THENCE NORTH 0 DEGREES 34 MINUTES 30 SECONDS WEST 33.64 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

PARCEL 3: ALL OF THAT PART OF THE EAST 888.75 FEET OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P.M., LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF THE MICHIGAN CENTRAL RAILROAD, EXCEPTING THEREFROM THE NORTH 641.74 FEET, MORE OR LESS, IN THE CITY OF GARY, LAKE COUNTY, INDIANA.



ACKNOWLEDGMENT OF MORTGAGOR

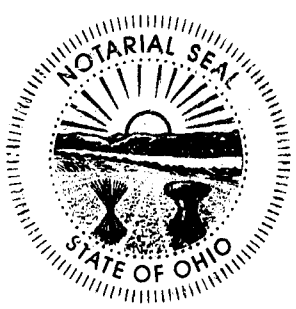
State of Ohio)
County of Trumbull) ss

Before me, a Notary Public in and for the above County and State, personally appeared DON CONSTANTINI the PRESIDENT of C. F. + G. INVESTMENTS, INC., who as such COMPANY acknowledged the execution of the foregoing instrument for and on behalf of said COMPANY.

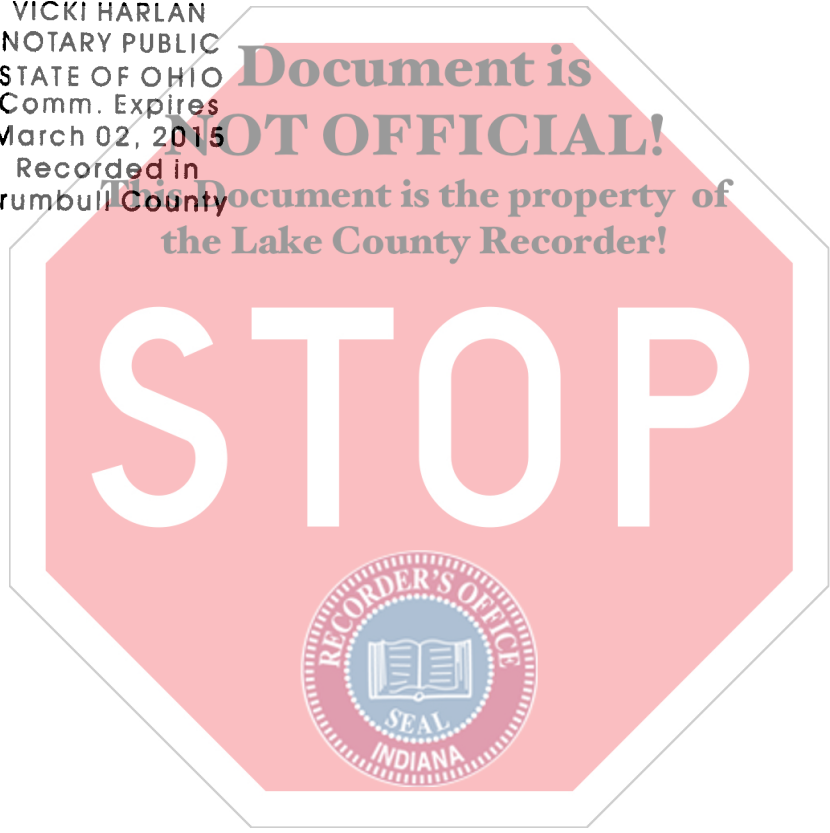
WITNESS my hand and Notarial seal the 20th day of AUGUST, 2012.

Signature: Vicki Harlan
Printed: Vicki HARLAN
Notary Public

My Commission Expires: MARCH 02, 2015
My County of Residence: Trumbull



VICKI HARLAN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
March 02, 2015
Recorded in
Trumbull County



ACKNOWLEDGEMENT OF MORTGAGEE

State of OHIO)
County of Cuyahoga) ss

Before me, a Notary Public in and for the above County and State, personally appeared JUSTIN BYRNE the AUTHORIZED APPROVER of JPMorgan Chase Bank, N.A., a national banking association, who as such acknowledged the execution of the foregoing instrument for and on behalf of said national banking association.

WITNESS my hand and Notarial seal the 20th day of August, 2012.

Signature: [Handwritten Signature]
Printed: _____

My Commission Expires: _____
My County of Residence: _____

Nov 2, 2015
LAKE



LINDA M. VITON
Notary Public, State of Ohio
My Comm. Expires Nov. 2, 2015

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. _____

This Instrument prepared by: _____

WHEN RECORDED RETURN TO:

RECORD & RETURN TO
CT LIEN SOLUTIONS
P.O. BOX 29071
Glendale, CA 91209-9071
34880252-IN-Lake

13543

