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2013 018101

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 MAR 12 AM 8:52

MICHAEL B. BROWN
RECORDER



Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of August 29, 2012, between HADADY CORPORATION, whose address is 510 W. 172nd St., South Holland, IL 60473, (the "Mortgagor"), and JPMorgan Chase Bank, N.A., whose address is 8585 Broadway, Merrillville, IN 46410, and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated September 7, 2011 and recorded on October 4, 2011, as Document No. 2011 054855, 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 Town of Dyer, County of Lake, State of Indiana:

PARCEL 1

LOTS NUMBERED 1 AND 2 IN HADADY SECOND ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 56, IN THE OFFICE OF THE RECORDER LAKE COUNTY, INDIANA.

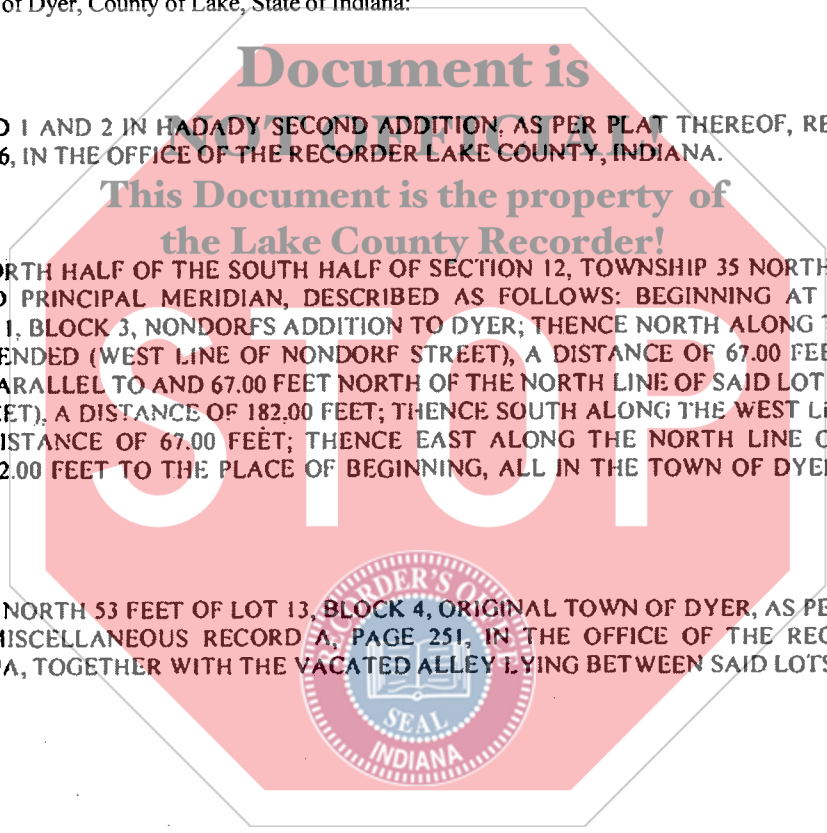
PARCEL 2

PART OF THE NORTH HALF OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 3, NONDORF'S ADDITION TO DYER; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 EXTENDED (WEST LINE OF NONDORF STREET), A DISTANCE OF 67.00 FEET; THENCE WEST ALONG A LINE PARALLEL TO AND 67.00 FEET NORTH OF THE NORTH LINE OF SAID LOT 1 (SOUTH LINE OF MATTESON STREET), A DISTANCE OF 182.00 FEET; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 EXTENDED, A DISTANCE OF 67.00 FEET; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 182.00 FEET TO THE PLACE OF BEGINNING, ALL IN THE TOWN OF DYER, LAKE COUNTY, INDIANA.

PARCEL 3

LOT 12 AND THE NORTH 53 FEET OF LOT 13, BLOCK 4, ORIGINAL TOWN OF DYER, AS PER PLAT THEREOF, RECORDED IN MISCELLANEOUS RECORD A, PAGE 251, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, TOGETHER WITH THE VACATED ALLEY LYING BETWEEN SAID LOTS 12 AND 13.;

(the "Premises"),



#23

CK#
4494986
CA

1Ref

E

Commonly known as 401 and 412 Matteson, Dyer, Indiana 46311,
Tax Parcel Identification No. 45-10-12-407-001.000-023, 45-10-12-407-002.000-023, 45-10-12-408-001.000-034, 45-10-12-329-013.000-034, 45-10-12-329-018.000-034.

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 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 Term Note, dated September 7, 2011 in the original principal amount of Three Million Three Hundred Thousand and 00/100 Dollars (\$3,300,000.00), executed and delivered by HADADY CORPORATION to the Mortgagee, as amended (if applicable), and having a date when this debt or the last installment of this debt is scheduled to become due of August 31, 2016; and

(2) That certain Line of Credit Note, dated September 7, 2011 in the original principal amount of Seven Million and 00/100 Dollars (\$7,000,000.00), executed and delivered by HADADY CORPORATION to the Mortgagee, as amended (if applicable), and having a date when this debt or the last installment of this debt is scheduled to become due of August 31, 2013; and

(3) The performance of all of the promises and agreements contained in this Mortgage.

August 31, 2016, 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 §32-8-11-9, 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 Twenty Million Six Hundred Thousand and 00/100 Dollars (\$20,600,000.00; 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. **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.

6. **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.

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.

STOP

**This Document is the property of
the Lake County Recorder!**

Mortgagor:
HADADY CORPORATION

By: Jane Sullivan President
Printed Name Title

Mortgagee:
JPMorgan Chase Bank, N.A.

By: Regina Moody SVP
Printed Name Title



William J Fink \ INCDP-9207X000000
791953334000 \ DW000b0096158334f158

ACKNOWLEDGMENT OF MORTGAGOR

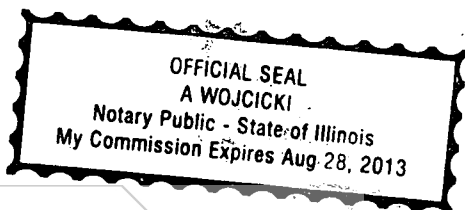
State of Illinois)
County of Cook) ss

Before me, a Notary Public in and for the above County and State, personally appeared Jane Sullivan
the President of Madady Corporation, who as such
acknowledged the execution of the foregoing instrument for and on behalf of said Mortgagor

WITNESS my hand and Notarial seal the 4 day of Sept, 2012

Signature: [Signature]
Printed: A. Wojcicki
Notary Public

My Commission Expires: Aug. 28, 2013
My County of Residence: Cook



ACKNOWLEDGEMENT OF MORTGAGEE

State of Indiana)
County of Lake County) ss

Before me, a Notary Public in and for the above County and State, personally appeared Regina Moody
the SVP of J.P. Morgan Chase Bank NA, who as such
acknowledged the execution of the foregoing instrument for and on behalf of said Mortgage

WITNESS my hand and Notarial seal the 5 day of September, 2012.

Signature: [Signature]
Printed: Linda A Gawlinski
Notary Public

My Commission Expires: 2/22/19
My County of Residence: Lake County



This instrument prepared by: William J Fink

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. William J Fink.

WHEN RECORDED RETURN TO:

RECORD & RETURN TO
CT LIEN SOLUTIONS 13543
P.O. BOX 29071
Glendale, CA 91209-9071
37245879-IN89-Lake

